



RECOVERY.GOV

**REQUEST FOR PROPOSALS  
No. 2009LUSTka01**

**NOTICE TO VENDORS**

**The Iowa Department of Natural Resources (DNR)**  
will be receiving sealed proposals until **September 14, 2009**, for a  
**Service Contract for the**

**Iowa LUST ARRA Project**

Late proposals will not be considered. For information regarding this notice, and throughout the competitive acquisition process, interested service providers shall contact only the **Issuing Officer**:

Karen Anderson, Program Planner  
Iowa Department of Natural Resources  
502 East 9<sup>th</sup> Street  
Des Moines, Iowa 50319-0034  
Phone: 515.281.8964  
Fax: 515.281-8895  
E-mail: [Karen.Anderson@dnr.iowa.gov](mailto:Karen.Anderson@dnr.iowa.gov)

## **TABLE OF CONTENTS**

**CHAPTER 1 – ADMINISTRATIVE ISSUES**

**CHAPTER 2 - CONTRACTURAL TERMS AND CONDITIONS**

**CHAPTER 3 – SCOPE OF WORK REQUIREMENTS**

**CHAPTER 4 - SUBMISSION OF PROPOSALS**

**CHAPTER 5 - EVALUATION OF PROPOSALS**

### **ATTACHMENTS**

Attachment 1: Certification of Independence and No Conflict of Interest

Attachment 2: Contract Special Conditions

Attachment 3: Contract General Conditions

Attachment 4: Technical, Job or Cost Proposal Title Page

Attachment 5: Positive Statement of Understanding of and Compliance with Chapter 1, Administrative Issues, and Chapter 2, Contractual Terms and Conditions

Attachment 6: Cost Proposal Format

Attachment 7: Prospective Vendor Proposal Certification

Attachment 8: Prospective Vendor Authorization to Release Information

Attachment 9: Prospective Vendor Certification of Confidentiality and Nondisclosure Agreement

Attachment 10: Prospective Vendor Certification Regarding Registration, Collection and Remission of State Sales and Use Tax

Attachment 11: Site List

Attachment 12: Technical Proposal Checklist

Attachment 13: Job Proposal Checklist

Attachment 14: Cost Proposal Checklist

Attachment 15: Certification Regarding Lobbying

Attachment 16: Disclosure of Lobbying

Attachment 17: DBE Subcontractor Utilization Form

Attachment 18: DBE Subcontractor Performance Form

Attachment 19: DBE Subcontractor Participation Form

**VENDORS ARE CAUTIONED TO FOLLOW ALL DIRECTIONS  
IN THIS RFP OR RISK DISQUALIFICATION**

## **DEFINITIONS**

Following is a list of terms/acronyms that appears in this RFP and a brief definition for each.

1, 2-DCA: 1, 2-Dichloroethane, a chemical additive to gasoline (oxygenate)  
ARRA: American Recovery and Reinvestment Act  
CADR: Corrective Action Design Report  
DB: Davis-Bacon and related Acts  
DBE: Disadvantaged Business Enterprise  
DNR: Iowa Department of Natural Resources  
EDB: Ethylene Dibromide, a chemical additive to gasoline (oxygenate)  
EPA: United States Environmental Protection Agency  
GSA: United States General Services Administration  
LUST: Leaking Underground Storage Tank  
MBE: Minority Business Enterprise  
MTBE: Methyl tertiary-butyl ether, a chemical additive to gasoline (oxygenate)  
OA1: Method for determination of volatile petroleum hydrocarbons (gasoline)  
OA2: Method for determination of extractable petroleum products (and related low volatility organic compounds)  
OUST: Office of Underground Storage Tanks (EPA)  
PID/FID: Photoionization detector/flame ionization detector  
QA: Quality Assurance  
QC: Quality Control  
RBCA: Risk-Based Corrective Action  
Registration number: number assigned by DNR to a registered underground storage tank site.  
RFP: Request for Proposals  
SMR: Site Monitoring Report  
Tank Closure Report: A technical report which contains data about the underground storage tank which has been removed, such as date, location and lab analysis results  
Tier 1: The first phase in the Risk-Based Corrective Action analysis  
Tier 2: The second phase in the Risk-Based Corrective Action analysis  
UST: Underground Storage Tank  
Vendor: person or company that presents a proposal in response to this RFP  
WBE: Women's Business Enterprise

## **CHAPTER 1 ADMINISTRATIVE ISSUES**

### **1.1 Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors to provide the services necessary to complete the objectives of the Iowa LUST Program - American Recovery and Reinvestment Act Project also known as the Iowa LUST ARRA Project. Services that will be required are to develop site specific plans for LUST cleanup activities at sites selected by and assigned to the contractor by the Iowa Department of Natural Resources (DNR) and then implementing the planned activities, which may include permanent tank/piping closure, Tier 1 and Tier 2 reports, DNR approved soil excavation, longer-term remediation design and implementation, high risk receptor removal and replacement and other LUST cleanup related activities as described in the Scope of Work. An emphasis will be placed on performing LUST cleanup activities which can be implemented quickly. Proposals should be submitted for the Iowa LUST ARRA Project.

The DNR intends to award four contracts. Each contract shall be for the amount not to exceed \$625,000. Any vendor-specific contract resulting from the RFP shall not be an exclusive contract. The DNR in its sole discretion will select and assign projects to the vendors retained pursuant to this RFP.

### **1.2 Background Information**

The United States Congress passed the American Recovery and Reinvestment Act of 2009 which included \$200 million for LUST cleanups. The primary purpose of this money was to provide economic stimulus with a secondary benefit of providing funds for LUST cleanup activities. The Environmental Protection Agency (EPA), Office of Underground Storage Tanks (OUST) distributed these funds to the states to be spent to assess and clean up petroleum contamination from federally-regulated underground storage tank sites where responsible parties are unknown, unwilling or unable to pay for cleanup activities or in cases of emergency. The state of Iowa was awarded \$2,643,000 of Leaking Underground Storage Tank (LUST) Trust Funds to assess and clean up petroleum, methyl tertiary-butyl ether (MTBE), ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA) contamination. This project is referred to as the Iowa LUST Program - American Recovery and Reinvestment Act Project or Iowa LUST ARRA Project.

The DNR is the issuing agency of this RFP. DNR will work in partnership with EPA and the awarded vendors to assess and clean up the contamination at sites selected for inclusion in this project. Work performed will be regulated under the Iowa Administrative Code, Section 567, Chapter 135, Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks.

This RFP is designed to provide vendors with information necessary for the preparation of competitive bid proposals. The RFP process is for the DNR's benefit and is intended to provide the DNR with competitive information to assist in the selection process. It is not intended to be comprehensive. Each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

## RFP Issue Date: July 29, 2009

Vendors should be aware of the limitations of the project scope, timeline and state resources participating when completing their proposal.

### 1.3 Inquiries and Communications

All inquiries and communications concerning this RFP shall be submitted in writing to the Issuing Officer:

Karen Anderson, Program Planner  
Iowa Department of Natural Resources  
502 East 9<sup>th</sup> Street  
Des Moines, Iowa 50319-0034  
Fax: 515.281-8895  
E-mail: [Karen.Anderson@dnr.iowa.gov](mailto:Karen.Anderson@dnr.iowa.gov)

During the procurement, including any period of evaluation, vendors shall contact **only** the Issuing Officer regarding this RFP. Discussing the RFP with any other State employee or any EPA employee until the State issues a Notice of Intent to Award may result in disqualification.

In NO CASE shall verbal communications override written communications. Only written communications are binding on the State.

The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. Any information provided by the vendor verbally shall not be considered part of that vendor's proposal. The vendor must submit information in writing for the information to be considered a part of the proposal.

### 1.4 Schedule of Events

#### Summary of Schedule of Events

<b><u>Event</u></b>	<b><u>Date</u></b>
Written Questions and Requests for Clarification Due	<b>August 12, 2009</b>
Mandatory Letters of Intent to Propose Due	<b>August 19, 2009</b>
Answers to Written Questions Issued	<b>August 26, 2009</b>
Bid Proposals Due	<b>September 14, 2009, 3:30 pm</b>

**Please note that all times listed are Central Standard (Iowa) time.**

#### **1.4.1 Reserved**

#### **1.4.2 Questions and Requests for Clarification**

Prospective vendors are invited to submit **written questions and requests for interpretation or clarification** concerning this RFP. The questions and requests for clarification must be in writing and received by the Issuing Officer before August 12, 2009.

If the questions or requests for clarification pertain to a specific portion of the RFP, then the page(s) and section number(s) must be referenced.

Written responses to timely questions and timely requests for clarification will be issued no later than August 26, 2009, to all vendors who submit a Letter of Intent to Propose. DNR's written responses will NOT be considered part of the RFP unless the RFP is amended to address the issues raised in the questions. DNR's responses to timely written questions and timely requests for clarifications will be posted on the DNR's Underground Storage Tank website at <http://www.iowadnr.gov/land/ust/arra/lustarra.pdf>

Oral questions will not be permitted. In no case shall oral communication override written communication(s) issued by the DNR.

#### **1.4.3 Mandatory Letters of Intent to Propose**

Prospective vendors **must** submit a written '**Intent to Propose**' letter by August 19, 2009. Submitting an 'Intent to Propose' does not obligate the vendor to submit a proposal.

The written 'Intent to Propose' must include the company name, mailing address, phone number, fax number and electronic mail address of the vendor's main contact for communications regarding this RFP. Prospective vendors may deliver their 'Intent to Propose' by courier, fax, mail, or preferably via electronic mail. An "Intent to Propose" shall be delivered only to the Issuing Officer.

Failure to submit a letter of intent to propose by the deadline specified will result in rejection of the vendor's bid proposal. **Proposals received from vendors who have not submitted the required written "Intent to Propose" letter shall not be opened or considered.**

#### **1.4.4 Submission of Bid Proposals**

Bid proposals must be received by the Issuing Officer no later than **3:30 pm, September 14, 2009**. **Meeting this deadline is a mandatory requirement and will not be waived by the DNR. Proposals received after the due date and time shall not be evaluated or considered and shall be returned unopened to the sender.**

Vendors mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the vendor's responsibility to ensure the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.

## **RFP Issue Date: July 29, 2009**

Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

Each bid proposal shall be submitted in the required format and shall be sealed. One (1) original (with original signatures) and three (3) copies of the bid proposal, plus one electronic copy on CD, shall be received by the Issuing Officer at the following address:

**RFP: 2009LUSTka01  
Iowa LUST ARRA Project  
Karen Anderson, Program Planner  
Iowa Department of Natural Resources  
502 East 9<sup>th</sup> Street  
Des Moines, Iowa 50319-0034  
TO BE OPENED BY ADDRESSEE ONLY**

The original shall be clearly labeled with the words "original bid proposal." Additionally, all bid proposal packages shall be clearly labeled with the following information:

- Vendor's Name and Address
- RFP No. 2009LUSTka01
- RFP: Iowa LUST ARRA Project
- Proposal Due Date
- Issuing Officer's Name

Hand-carried proposals may be delivered to the issuing officer. Whether mailed or hand carried, your proposals must also show your return name and address on the outside of the envelope.

### **1.5 General Information Regarding the Preparation and Submission of Bid Proposals**

#### **1.5.1 Preparation of the Bid Proposal**

A bid proposal must be typewritten. Changes must be lined out and initialed. The proposal format set forth in Chapter 4 shall be followed. All answers given to the questions asked in the RFP are subject to verification. Misleading, conflicting or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

#### **1.5.2 Economy of Presentation**

Proposals shall not contain promotional or display materials. Proposals must address the technical requirements. All questions posed by the request for proposal must be answered concisely and clearly.

#### **1.5.3 Multiple Proposals**

If more than one method of meeting the requirements of this RFP is proposed by the same vendor, then each method should be labeled and submitted separately. Each bid proposal shall be evaluated separately.



#### **1.5.4 Amendment to the RFP and Bid Proposal, and Withdrawal of Bid Proposal**

The DNR reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, then the DNR may, in its sole discretion, allow vendors to amend their bid proposals in response to the DNR's amendment if necessary.

A vendor may amend its bid proposal at any time prior to the due date for bid proposals. The amendment must be in writing, signed by the vendor and received by the time set for receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Upon written notice to the Issuing Officer, vendors submitting proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Electronic mail and faxed requests to withdraw proposals will not be accepted. Proposals may be withdrawn in person by a vendor or an authorized representative of the vendor, provided his/her identity is made known and he/she signs a receipt for the proposal prior to award.

#### **1.5.5 Cost of Preparation of Bid Proposal**

The costs of preparation and delivery of the bid proposal shall be solely the responsibility of the vendor.

#### **1.5.6 Proposals Firm and Irrevocable**

It is intended that proposals will be evaluated and a Notice of Intent to Award will be issued as soon as possible following the deadline for receipt of proposals. All proposals must be signed by a vendor official authorized to bind the proposal and must contain a written statement that the proposal is firm and irrevocable for a period of not less than 120 days following the deadline for receipt of proposals. In the event that the DNR and the successful vendor are negotiating a contract on or after the 120 days have elapsed from the date of the Notice of Intent to Award or the date on which any appeals relative to this procurement are resolved, whichever is later, the vendor agrees to hold its offer firm pending entering into a contract with the DNR. **A bid bond shall accompany your bid proposal. The amount of the bid bond shall be five percent of the amount of the contract. Any proposal received without a bid bond will be deemed unresponsive and will be excluded from competition.**

#### **1.5.7 Certification of Independence and No Conflict of Interest**

By submission of a response to this RFP, the vendor certifies that the proposal was developed independently. The vendor also certifies that no relationship exists or will exist during the contract period between the vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the State. Vendors should complete and submit Attachment 1, *“Certification of Independence and No Conflict of Interest.”*

#### **1.5.8 Copy Rights**

By submitting a proposal the vendor agrees that the State may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The State will have the right to use ideas or adaptations of ideas, presented in the proposals.



#### **1.5.9 Release of Claims**

By submitting a bid proposal, the vendor agrees that it will not bring any claim or cause of action against the DNR or the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the DNR's or the State's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

#### **1.5.10 Vendor Qualification Requirement**

Prior to execution of a contract with a successful vendor, the successful vendor must be qualified to do business with the State of Iowa by registering with the Department of Administrative Services at [http://das.gse.iowa.gov/procurement/vendor\\_reg.html](http://das.gse.iowa.gov/procurement/vendor_reg.html)

and with the Secretary of State at <http://www.sos.state.ia.us/business/form.html>

#### **1.5.11 Gratuities**

Iowa Code chapter 68B restricts gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Each vendor is responsible to determine the applicability of this chapter to its activities and to comply with the requirements of the law. In addition, according to the provisions of Iowa Code section 722.1 it is a felony offense to bribe or attempt to bribe a public official. A vendor should not offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of these requirements will be turned over to the proper prosecuting attorney.

#### **1.5.12 No Minimum Guaranteed**

The DNR anticipates the selected vendor will provide services as requested by the DNR. The DNR will not guarantee any minimum compensation will be paid to the vendor or any minimum usage of the vendor's services.

#### **1.5.13 Certification of Clean Air and Water**

By the submission of a proposal in response to this RFP, the vendor certifies as follows:

- Any facility which is owned, leased or supervised by the vendor to be utilized in the performance of this proposed contract order has not been listed on the U.S. Environmental Protection Agency list of violating facilities pursuant to 40 CFR 31.13 and references therein.

The vendor will promptly notify the DNR, prior to award, of the receipt of any communication from the director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility proposed to be used in the performance of the contract is under consideration to be listed on the EPA list of violating facilities.

The Excluded Parties Listing System is located at <http://www.epls.gov>

#### **1.5.14 Ineligible Vendors**

Vendors identified on the Excluded Parties List System at <http://www.epls.gov> are ineligible to submit a bid under this RFP.

Vendors shall fully comply with Subpart C of 2 CFR Part 180, as implemented by, 2 CFR Part 1532 entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)" and 40 CFR 30.13. Vendor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Vendor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Vendor acknowledges that failing to disclose the information required may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Vendor may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

**1.5.15 Utilization of Disadvantaged Business Enterprise.** (40 CFR Parts, 30, 31, 33, 35 and 40.) The new EPA Disadvantaged Business Enterprises (DBE) rule became effective on May 27, 2008. The new DBE rule sets forth an EPA program that serves the compelling government interest of remedying past and current racial and gender discrimination through agency-wide procurement objectives. The new DBE rule revises and replaces EPA's Minority and Women Business Enterprise (MBE/WBE) Program. Because funds for the Iowa LUST ARRA Project are provided through EPA financial assistance, the new DBE rule requirements apply to this RFP, resulting contracts and any subcontracts or subagreements. Vendors may access the EPA DBE rules at <http://www.setonresourcecenter.com/register/2008/mar/26/15904A.pdf>

EPA's rule states that entities receiving EPA financial assistance award a "fair share" of subagreements to minority (MBE) and women-owned businesses (WBE), collectively known as Disadvantaged Business Enterprises (DBEs). Only work performed by federally certified DBEs can be counted toward the goals. The DNR has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

Iowa	MBE	WBE
Supplies	0.6%	05.6%
Equipment	2.5%	10.4%
Services	2.5%	11.3%
Construction	1.7%	02.2%

Good Faith Efforts (40 CFR, Part 33, Subpart C – Pursuant to 40 CFR, Section 33.301)

Under the DBE rule, DNR must require its vendors to employ good faith efforts. The good faith efforts are listed below:

- Vendors shall ensure DBEs are made aware of subcontracting opportunities to the fullest extent practicable through outreach and recruitment activities.

## RFP Issue Date: July 29, 2009

- Vendors shall make information on forthcoming opportunities available to DBEs and arrange time frames for subcontracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- Vendors shall consider in the subcontracting process whether to divide total requirements when feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- Vendors shall consider subcontracting with a consortium of DBEs when feasible.
- Vendors shall use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

### Procedures for Implementation

The following information must be contained in solicitation documents for contracts pursuant to 40 CFR Part 33.

The vendor must comply with the requirements, terms and conditions of EPA's policy to award a fair share of subagreements to DBEs. The vendor commits itself to taking good faith efforts contained herein. Vendors will take good faith efforts prior to submission of proposals.

- A. When feasible, segmenting total work requirements to permit maximum DBE participation.
- B. Assuring that DBEs are solicited whenever they are potential sources of goods or services. This step may include:
  - 1) Sending letters or making other personal contacts with DBEs. DBEs should be contacted when other potential subcontractors are contacted, within a reasonable time period to closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
    - a) Specific description of the work to be subcontracted.
    - b) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
    - c) Date the quotation is due to the bidder/vendor;
    - d) Name, address, and phone number of the person in the bidder/vendor's firm whom the prospective DBE subcontractor should contact for additional information.

**RFP Issue Date: July 29, 2009**

2) Sending letters or making other personnel contacts with local, state, federal, and private agencies and DBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to DBE firms.

C. Where feasible, establishing delivery schedules which will encourage participation by DBEs.

**Determination of Compliance**

It is to be noted that vendors must demonstrate compliance with DBE requirements in order to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

A. Names, addresses, and phone numbers of DBEs expected to perform work.

B. Work to be performed by the DBEs.

C. Aggregate dollar amount of work to be performed by DBEs, showing aggregate to DBEs separately.

D. Description of contacts to DBE organizations, agencies, and associations which serve DBEs, including names of organizations, agencies and associations and dates of contacts.

E. Description of contacts to DBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, etc.) and dates of contacts.

All vendors must be prepared to document the good faith efforts taken to utilize DBEs. All vendors must instruct their subcontractors to complete and sign EPA Form 6100-3 "DBE Subcontractor Performance Form" and vendors must submit this form as part of their proposal. EPA Form 6100-4 "DBE Subcontractor Utilization form" must be completed and signed by vendors and submitted as part of their proposal. EPA forms 6100-3 and 6100-4 must be submitted with the bid proposal along with documentation demonstrating compliance with the good faith efforts for DBE participation in order to be deemed responsible.

In addition, all vendors must provide all subcontractors with EPA form 6100-2 "DBE program Subcontractor Participation Form." EPA form 6100-2 gives a DBE subcontractor the opportunity to voluntarily describe the work the DBE subcontractor received from the vendor how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the vendor. If DBE subcontractors decide to submit this form, they may send completed copies of EPA Form 6100-2 to Chester Stovall, DBE Coordinator, Small Business Utilization, US EPA Region VII, 901 East 5<sup>th</sup> Street, Kansas City, KS 66101-2728. Email: [Stovall.chester@epa.gov](mailto:Stovall.chester@epa.gov)

**DBE Websites**

In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at:

[http://www.iowadot.gov/contracts/contracts\\_eeoaa.htm](http://www.iowadot.gov/contracts/contracts_eeoaa.htm)

To locate certified DBEs outside of Iowa, you may access the US DOT DBE website at:

<http://osdbu.dot.gov/DBEProgram/index.cfm>

### **1.5.16 Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009**

#### **Preamble**

Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3 and 5 to implement the Davis-Bacon and related Acts (DB). Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon (DB) contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

#### **DAVIS BACON PREVAILING WAGE TERM AND CONDITION**

The following terms and conditions specify how DNR will assist EPA in meeting its DB responsibilities and vendor/contractor's role when DB applies to EPA awards of financial assistance under the Recovery Act or any other statute which makes DB applicable.

If the vendor/contractor has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, it shall contact the DNR Project Manager for assistance. The DNR Project Manager may contact EPA for guidance. The DNR may also obtain additional guidance from DOL's web site at

<http://www.dol.gov/esa/whd/recovery/>

The DNR may obtain Iowa wage determinations from <http://www.gpo.gov/davisbacon/ia.html>. The DNR may also contact Lori Beary at the Iowa Finance Authority ([lori.beary@iowa.gov](mailto:lori.beary@iowa.gov) or 515-725-4965 to obtain wage determinations.

#### **1. Applicability of the Davis-Bacon Prevailing Wage Requirements**

After consultation with DOL, EPA has determined that for the LUST Recovery Act assistance agreements, DB prevailing wage requirement applies when the LUST project includes:

- (a) Installing piping to connect households or businesses to public water systems or Replacing public water system supply well(s) and associated piping due to groundwater contamination,
- (b) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or
- (c) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by vendors/contractors and subcontractors will be covered by the DB requirements for all construction work performed on the site. Other LUST funded activities, such as site assessments, in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will normally not trigger DB requirements. However, if a vendor/contractor encounters a unique situation at a site (e.g. unusually extensive excavation) that presents uncertainties regarding DBA applicability, the vendor/contractor must discuss the situation with DNR before proceeding with work on the site. DNR will discuss the situation with EPA and advise the vendor/contractor of EPA's decision before the vendor/contractor shall proceed with work at the site.

For additional terms and conditions regarding DB prevailing wage requirements, please see Attachment No. 2, Contract Special Conditions in this RFP.

#### **1.5.17 Buy American.**

In accordance with section 1605 of the American Recovery and Reinvestment Act of 2009, none of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project is produced in the United States.

For purposes of this RFP and resulting contract, this term and condition applies only when the vendor/contractor uses ARRA funds to install piping to connect households or businesses to public water systems or replace public water system supply well(s) and associated piping due to groundwater contamination, or for construction related activities associated with site restoration, including paving or concrete replacement.

For additional terms and conditions regarding Buy American requirements, please see Attachment No. 2, Contract Special Conditions in this RFP.

#### **1.5.18 Historical and Archeological Finds**

If, during the course of contracting services, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The contractor shall then notify the DNR Project Manager, who shall in turn notify the State Historic Preservation Office (SHPO). The DNR Project Manager shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the DNR Project Manager determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in



## **RFP Issue Date: July 29, 2009**

activities to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

### **1.5.19 Downloading the RFP from the Internet**

The RFP and all amendments will be posted on the DNR's Underground Storage Tank Section's website at <http://www.iowadnr.gov/land/ust/arra/lustarra.pdf>. The vendor is advised to check the website periodically for amendments to this RFP.

## **1.6 General Information Regarding Treatment of Bid Proposals**

### **1.6.1 Rejection of Bid Proposals**

The DNR shall reject outright and shall not evaluate proposals for any one of the following reasons:

- The vendor fails to deliver the bid proposal by the due date and time.
- The vendor fails to deliver the cost proposal in a separate envelope.
- The vendor states that a service requirement cannot be met.
- The vendor initiates unauthorized contact regarding the RFP with state employees.
- The vendor provides misleading, conflicting or inaccurate responses.

Any proposal may also be rejected outright for any one of the following reasons:

- The vendor fails to comply with or respond to any part of the RFP requiring a response.
- The vendor's response materially changes a service requirement.
- The vendor's response limits the rights of the DNR.
- The vendor consistently fails to timely include information necessary to substantiate that it will be able to meet service requirements and necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- The vendor fails to timely respond to the State's request for information, documents, or references.
- The vendor fails to timely include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- The vendor fails to include a bid bond.

A vendor shall present acceptable evidence of experience, organization, technical qualifications, skills, and facilities to perform the service called for by the contemplated contract. A bid bond from an authorized insurer must accompany your proposal. The bid bond shall state it is for 5 percent of your bid. The DNR at the time of contract approval shall determine if a performance and payment bond is required. The expense would be a covered expense.

The DNR reserves the right to accept or reject any part of any proposal. The DNR reserves the right to reject any and all bid proposals, in whole and in part and without penalty, received in response to the RFP at any time prior to the execution of a written contract. The DNR reserves



the right to reject the bid proposal of any vendor who has previously failed to perform properly or failed to complete work of a similar nature on time, and to reject any proposal when, in the opinion of the IDNR, a vendor is not in a position to accomplish the work or perform the services.

Issuance of this RFP in no way constitutes a commitment by the DNR to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the DNR's benefit and is intended to provide the DNR with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal. A formal public opening of proposals will not be held.

### **1.6.2 Proposal Property of the Agency**

All proposals become the property of the State of Iowa and shall not be returned to the vendor unless all proposals are rejected or the RFP is withdrawn by the DNR. In either event, vendors will be asked to send prepaid shipping instruments to the DNR for return of the bid proposals submitted. In the event no shipping instruments are received by the State, the bid proposals will be destroyed by the State. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

### **1.6.3 Proposal Obligations**

The content of the proposal and any clarification thereto submitted by the successful vendor shall become a part of the contractual obligation and incorporated by reference into the ensuing contract.

### **1.6.4 Conflicts between Terms**

The DNR reserves the right to accept or reject any exceptions taken by the successful vendor to the terms and conditions of this RFP. Should the successful vendor take exception to the terms and conditions required by the DNR, the successful vendor's exceptions may be rejected and the DNR may elect to void award of the contract. The DNR may elect to negotiate with successful vendor regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the vendor's proposal.

### **1.6.5 Choice of Law and Forum**

This RFP and the resulting contract are to be governed by the laws of the State of Iowa. Changes in the applicable laws and rules may affect the award process of the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation of actions commenced in connection with this RFP shall be brought in the Polk County District Court for the State of Iowa. If jurisdiction is not proper in Polk County District Court, then the action shall be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.

## **1.7 Information Regarding the Evaluation Process**

### **1.7.1 Verification of Bid Proposal Contents**

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

### **1.7.2 Information from Other Sources**

The DNR reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

### **1.7.3 Reference Checks**

The DNR reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal. The DNR reserves the right to conduct criminal history and other background investigations of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.

### **1.7.4 Oral Presentation**

At the request of the DNR, any vendor may be required to make an oral presentation to supplement its written proposal to assist in understanding or clarifying the proposal. The oral presentation may occur at the DNR's offices or at the offices of the vendor. The determination as to the need for oral presentations, the location, order and schedule of the presentations is at the sole discretion of the DNR. The presentation may include slides, graphics and other media selected by the vendor to illustrate the vendor's bid proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of said proposal. Any cost incidental or related to the vendor presentation shall be solely the responsibility of the vendor and the vendor shall not be compensated by the DNR therefore.

### **1.7.5 Written Clarification by Vendor**

The DNR reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. The DNR shall request the clarification in writing. Information received in response to the DNR's written request shall not be considered in the evaluation if it materially alters the content the vendor's proposal.

### **1.7.6 Nonmaterial and Material Variances**

The DNR reserves the right to waive minor deficiencies in a bid proposal if, in the sole judgment of the DNR, its best interests will be served to do so. The decision regarding whether a deficiency may be waived or will require the rejection of the proposal shall be solely within the discretion of the DNR. **Each vendor is specifically notified that failure to comply with or respond to any part of this RFP requiring a response shall result in rejection of its proposal as non-responsive.**

### **1.7.7 Proposal Evaluation and Award**

All proposals that are timely submitted and are not subject to disqualification shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. Any contract resulting from this RFP shall not necessarily be awarded to the vendor with the lowest prices. Instead, this contract shall be awarded to the compliant vendor who has the greatest number of points awarded as a result of the evaluation process and subject to approval of DNR reviewers.

### **1.7.8 Notice of Intent to Award**

A Notice of Intent to Award a contract, if one is issued, will be sent by mail to the successful vendor. Copies of the Notice of Intent to Award a contract will be sent by mail to all vendors submitting a timely proposal not subject to disqualification. After the announcement of the apparent successful vendor, negotiation and execution of the contract shall commence.

### **1.7.9 Acceptance Period**

Following the Notice of Intent to Award, if the apparent successful vendor fails to negotiate and deliver an executed contract within 120 days from the date of award, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP.

## **1.8 Information Regarding Confidentiality of Bid Proposals and Public Announcements**

### **1.8.1 Proposal Announcement**

The names of the vendors who submitted proposals within the time frame permitted will be immediately available after the proposal due date to any person who requests such information. The announcement of names of vendors who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant and therefore is accepted for evaluation.

### **1.8.2 Contents of Bid Proposals Confidential**

The contents of proposals shall remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the DNR has announced a Notice of Intent to Award a contract. See Iowa Code section 72.3. Additionally, all scoring shall remain confidential prior to the issuance of a Notice of Intent to Award a contract. Following issuance by the DNR of a Notice of Intent to Award a contract, all proposals and scoring will become public information, subject to the provisions of Iowa Code chapter 22, 561 Iowa Administrative Code chapter 2, and other applicable law.

### **1.8.3 Public Records and Requests for Confidential Treatment**

Following the conclusion of the selection process, the DNR may treat all information submitted by a vendor as public information unless the vendor properly requests at the time of submitting the proposal that information be treated as confidential and the vendor receives confirmation from the DNR that the vendor's request for confidential treatment has been granted.

Each vendor is encouraged to familiarize itself with the applicable provisions of law prior to submitting a bid proposal.

Any requests for confidential treatment of information must be included in a cover letter with the vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22, 561 Iowa Administrative Code chapter 2, and other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the DNR concerning the confidential status of the materials.

Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.

In addition to marking the material as confidential material where it appears, the vendor must submit one hard copy, and one electronic copy on CD, of the proposal, both marked '**Public Copy**' from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The 'Public Copy' will be submitted with the cover letter and will be made available for public inspection.

The vendor also shall include in its cover letter requesting confidential treatment a justification of its request prepared according to the provisions of 561 Iowa Administrative Code sections 2.5(2) and 2.5(7). The vendor shall specify the precise period of time for which confidential treatment is requested.

An entire proposal shall not be marked confidential. Only those sections meeting the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential information. **Costs that will be incorporated into any resulting contract can not be deemed confidential.**

The vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules shall be deemed by the DNR as a waiver of any right to confidentiality which the vendor may have had.

#### **1.8.4 News Releases**

News releases or other materials made available to the public, the vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the DNR.

## **CHAPTER 2 CONTRACTUAL TERMS AND CONDITIONS TABLE OF CONTENTS**

### **2.0 Preface**

Any contract(s) resulting from this RFP between the State and the successful vendor shall be a combination of the specifications, terms and conditions of this RFP; the offer of the vendor contained in the vendor's proposal; written clarifications or changes made in accordance with the provisions herein; and any other terms deemed necessary or acceptable by the DNR.

Any resulting contract shall be available to the public as part of the public record in accordance with applicable law.

### **2.1 Selection Contingent Upon Contract Negotiations**

The initial selection of a bidder means that the DNR will negotiate in good faith with the selected bidder in expectation of executing a contract. If the DNR determines within its sole discretion that it cannot execute a contract with the selected bidder, then it may select a new bidder based on the next highest score or reissue an RFP at a later time.

### **2.2 Acceptance of Terms and Conditions**

By submitting a proposal, each vendor acknowledges its acceptance of the specifications, terms and conditions of a contract contained in this RFP, without change except as otherwise expressly stated in its proposal, and of the specifications, terms and conditions of the contract

forms found in Attachment 2, "*Contract Special Conditions*" and Attachment 3, "*Contract General Conditions*." If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the DNR, as determined in its sole discretion, resulting in possible disqualification of the vendor's proposal. With regard to the "Special Conditions," DNR and the successful vendor may agree to modifications to the terms of the "Special Conditions" as necessary to negotiate the terms of a contract.

A vendor's failure to state an exception to any provision and propose alternative language may be deemed by the DNR to constitute vendor's acceptance thereof. The State reserves the right to refuse to enter into a contract with the successful vendor for any reason, even after delivery of notice of selection or intent to award a contract.

The terms and conditions as stated herein relate only to this RFP, and do not extend to other or future contracts a prospective vendor may currently have or may have in the future with the DNR, nor do the terms and conditions as stated herein relate to any other DNR procurement which may be in process.

### **2.3 Agreement Term and Renewals**

The effective date of the contract shall not precede the date upon which both parties have signed the contract and the date upon which the contract is approved by the Environmental Protection Commission or the Natural Resources Commission, if such approval is required. DNR shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed contract prior to the expiration of this Contract.

### **2.4 Ownership of Deliverables**

By submitting a proposal, each vendor agrees that all materials, work product and other deliverables (the "Deliverables") to be produced or provided under this contract and all intellectual property rights in or related to the Deliverables shall become and remain the sole and exclusive property of the DNR. The successful vendor will be required to assign all right, title and interest in and to all Deliverables that will be owned by the DNR. As the owner of such Deliverables and related intellectual property rights, the DNR may, without limitation: (i) obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the Deliverables as may be desirable or appropriate, (ii) adapt, change, modify, edit or use the Deliverables as the DNR sees fit, including in combination with the works of others, (iii) prepare derivative works based on the Deliverables and publish, display and distribute any Deliverable(s) in any medium, and (iv) sell, license, sublicense, lease, or permit others to use the Deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to vendor.

### **2.5 Accounting System Audit**

Pursuant to the provisions of 81 IAC chapter 26, prior to signing a service contract which exceeds \$150,000.00, the DNR shall obtain from the Auditor of State a certification stating that the vendor has an accounting system adequate to effect compliance with the terms and conditions of the contract. The vendor may be required to submit to an audit, if necessary, and shall pay for the audit, in accordance with the provisions of Iowa Code Section 11.36.

## **CHAPTER 3 SCOPE OF WORK REQUIREMENTS**

### **3.0.1 Purpose of RFP**

The purpose of this RFP is for the DNR to obtain proposals to develop site specific plans and perform site cleanup activities necessary to move LUST sites to a “no further action” site classification (NFA) including permanent closure of USTs as part of corrective action, Tier 1 and Tier 2 site assessments, DNR approved soil excavations, free product removal, longer term remediation design and implementation and other site cleanup related activities.

The Iowa Department of Natural Resources (DNR) is issuing a Request for Proposal (RFP) for vendors whose work will be supervised by an Iowa certified groundwater professional. Contracts will be awarded to four vendors for work to be performed on specific sites chosen by DNR for the Iowa LUST ARRA Project. Specific sites to be included in the project are noted within, but may change depending on eligibility or other factors.

The Department intends to select at least four vendors. Upon selection, the DNR will enter into one or more contracts with each vendor as site specific projects are identified and assigned. The DNR retains sole discretion in selecting which vendor to retain and assignment of site specific projects to be undertaken. Sites and site specific projects may be added to a single contract within the sole discretion of the DNR. Multiple vendors may be selected for site specific activities or different phases of a project at any individual site. The DNR may request one or more of the four vendors to submit budget proposals for site specific projects as part of the contract selection process.

The Scope of Work may change based on requests by DNR or the vendor during the contract period, subject to approved change orders. The Scope of Work upon which your proposal will be based and which shall serve as a basis for negotiation of any resultant contract is set forth in this section. Vendors are requested to submit technical, job and cost proposals for the work requested. The DNR retains the right to accept or reject any proposal for any reason.

### **3.0.2 Background**

The DNR has identified a group of LUST sites located in Iowa where permanent UST closure, soil excavation, longer term remediation or other site cleanup activities are desirable or where site assessment is necessary to assign a risk classification and determine what further corrective action is necessary to classify the site as NFA under application DNR rules. The current owner of the property may be unable or unwilling to complete UST closure, corrective action, environmental assessment or other site cleanup related activities due to the costs. The owner/operator of the USTs or other responsible party may also be unknown or unavailable. This project will be funded through a federal grant, provided by the U.S. Environmental Protection Agency with emphasis to be placed on expedited LUST cleanup activities.

At least four vendors will be selected for the Iowa LUST ARRA Project. The vendors will be selected based upon their technical qualifications, their demonstrated ability to complete similar project work quickly and on schedule, and upon the proposed costs submitted for each of the activities identified. Prior to any work being approved for any individual site, a site specific budget will be negotiated and must be pre-approved based upon the services necessary at each site. Additional sites may be added to the list identified in this enclosure. Vendors will only be requested to conduct activities at sites within the Iowa LUST ARRA Project. The type



and complete scope of site cleanup activities will vary and are not known at this time. DNR files will need to be reviewed by the selected vendors. If information is not available in the DNR files, the vendor will need to contact the current UST owner/operator, property owner or conduct an on-site inspection of the site to determine the type and scope of site cleanup activities to be performed at the LUST site.

**3.0.3 Description of Scope of Work.** DNR seeks to obtain vendors to perform the tasks listed below. The tasks to be performed must be supervised by an Iowa Certified Groundwater Professional. The vendors must comply with applicable DNR rules in chapter 567 Iowa Administrative Code (IAC) 135 and the most current guidelines in the DNR documents entitled “Underground Storage Tank Closure Procedures for Tank & Piping Removal” or “Underground Storage Tank Closure Procedures for Filling in Place”; “Tier 1 Guidance - Site Assessment of Leaking Underground Storage Tanks (LUST) Using Risk-Based Corrective Action (RBCA)”; “Tier 2 Site Cleanup Report Guidance”; and/or “Corrective Action Design Report (CADR) Guidance”, RBCA updates and web postings.

The major tasks the vendors will be expected to perform during the contract are as follows:

**Task 1: Develop Site Specific Plans for LUST Cleanup Activities/Site Safety**

Prepare site specific plans for LUST cleanup activities at sites selected by and assigned to the vendors by the DNR. These site specific plans may include permanent tank/piping closure activities, Tier 1 and Tier 2 assessment reports, soil excavation, free product removal, longer term remediation, receptor removal or replacement and other site cleanup related activities. Suggested records to review in preparation of the site specific LUST cleanup activity plans are DNR tank records, state and local fire marshal records, Sanborn maps, air photos, city directories and other historical records.

The vendor firm shall be responsible for obtaining separate site Right of Entry and Indemnity Agreements from each property owner where the LUST cleanup activities will be performed. These agreements must be in place before intrusive site activities are initiated.

The vendor firm shall be responsible for obtaining a GPS (latitude and longitude) location of each project site and a before and after photograph of the site.

The vendor firm shall be responsible for maintaining a safe job site with operational employees thoroughly knowledgeable and properly trained in hazards associated with the removal of USTs and other intrusive site cleanup activities including, but not limited to, excavation, drilling, sampling, free product removal, and remediation system installation, operation, and maintenance. At a minimum this would include:

- Obtain site access from property owner.
- Compliance with OSHA Health and Safety Standards - 29 CFR 1926/1910.
- Compliance with federal and state regulations governing the proper storage, removal, transportation, and disposal of hazardous materials (liquids/sludges).
- Compliance with state regulations which make it obligatory to report the release of petroleum products or hazardous materials.
- Develop site safety plan and make it available for review by operational employees.



- Instructions on methods to detect hazardous materials: atmospheric testing/sampling procedures.
- Health hazards associated with exposure to hazardous materials.
- Instruction for hazardous materials handling.
- Personal protective gear.
- Respirator training/respiratory protection.
- Emergency response procedures
- First Aid/CPR
- Electrical hazards
- Iowa One Call utility notification procedures and requirements

### **Task 2: Quality Assurance Project Plans**

The vendor firm shall develop a quality assurance project plan that documents the type and quality of the data needed for environmental decisions and describe the methods for collecting and assessing those data. The quality assurance project plan must be available for review by DNR upon request. Guidance for preparation and plan requirements may be found:

EPA Guidance for Quality Assurance Plans--- <http://www.epa.gov/quality/qs-docs/q5-final.pdf>

EPA Requirements for Quality Assurance Project Plans-- <http://www.epa.gov/quality/qs-docs/r5-final.pdf>

### **Task 3: UST Closure**

These activities will be completed only when directed by DNR and costs are pre-approved by the DNR.

Tank/Piping Removal Complete the permanent closure of regulated USTS in compliance with DNR rules and guidance. (See DNR document "Guidance Document - Underground Storage Tank Closure Procedures for Tank & Piping Removal". To obtain a copy of this document from the internet, use the following internet address:  
<http://www.iowadnr.gov/land/ust/technicalresources/registerclosetanks/documents/ustclsrpt.pdf> )

- Notify DNR 14 days prior to closure activities beginning. Provide notification of intended UST closure activity by submitting DNR Form 542-1308 "Notification of Closure/Change-in-Service" to the DNR at least 10 days before closure activities begin. Secure local permits and notify local fire prevention departments. Conduct initial site work.
- Provide oral confirmation of closure date to the DNR field office 24 hours prior to actual closure to confirm the removal date.
- Perform UST closure activities including proper removal and disposal of liquids and residues from the UST system; disconnect and remove all tank and piping fixtures; purge, clean, remove and dispose of the UST and piping; conduct organic vapor analysis and soil and groundwater sampling (Sampling activity must be supervised by a certified groundwater professional.); ship samples to an Iowa certified laboratory within 72 hours of collection and instruct the laboratory to analyze for chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE,

ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA); notify DNR if contamination is found; backfill and compact tank pit with inert clay/sand mixture, sand/bentonite mixture, or comparable materials which will allow adequate compaction of reduced settlement (sand alone is not allowable); plug all temporary monitoring wells; restoration of surface (Contract will not cover the replacement of concrete or asphalt. Class A road stone may be used to resurface.).

- Submit a copy of the closure confirmation report within 45 days of the tank and/or piping removal.

Tank/Piping Filling in Place (See DNR document “Guidance Document - Underground Storage Tank Closure Procedures for Filling in Place”. To obtain a copy of this document from the internet, use the following internet address:

<http://www.iowadnr.gov/land/ust/technicalresources/registerclosetanks/documents/ustclsfill.pdf>

- UST systems must be physically impossible to remove or impair major structures before the department approves “filling in place” activities. Piping should be removed if possible or completely filled with mortar or concrete.
- Notify DNR 14 days prior to closure activities beginning. Provide notification of intended UST closure activity by submitting DNR Form 542-1308, “Notification of Closure/Change in Services,” before closure activities begin. Secure local permits and notify fire prevention departments.
- Provide oral confirmation of closure activities to the DNR field office 24 hours prior to actual sampling or filling in place procedures.
- Properly remove and dispose of liquids and residues from the UST system; disconnect and remove all tank and piping fixtures; purge and clean the UST; conduct sampling activity of soil and groundwater (Sampling activity must be supervised by a certified groundwater professional.); ship samples to an Iowa certified laboratory within 72 hours of collection and instruct the laboratory to analyze for chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA); notify DNR if contamination is found; if approved by department, fill tank with inert material; plug all temporary monitoring wells; restoration of surface (contract will not cover the replacement of concrete or asphalt. Class A stone may be used to resurface.).
- Submit closure report within 45 days of filling in place.

#### **Task 4: Tier 1 Site Assessment**

Complete a Tier 1 site assessment and submit a report in accordance with DNR rules and guidance. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). These activities will be completed only when directed by DNR and costs are pre-approved by the DNR. (See DNR document “Tier 1 Guidance - Site Assessment of Leaking Underground Storage Tanks (LUST) Using Risk-Based Corrective Action (RBCA)”. Copies of the Tier 1 Guidance can be obtained by telephoning 515-281-6010.

#### **Task 5: Tier 2 Site Assessment**

Complete Tier 2 site assessment and submit a report to the DNR in accordance with Chapter 567--135.10(455B) and Tier 2 site assessment guidance. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). These activities will be completed only when directed by DNR and costs are pre-approved by the DNR. (See DNR document "Tier 2 Site Cleanup Report Guidance".) Copies of the Tier 2 Guidance can be obtained by telephoning 515-281-6010.

**Task 6: Corrective Action**

Design and implementation of soil and groundwater remediation systems as provided in 567 IAC 135.12 will be completed only when directed by DNR and costs are pre-approved by the DNR. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA). These activities may be completed under a separate contract when applicable. The corrective action may include but is not limited to the following activities:

Soil excavation activities:

- \* Complete DNR approved soil excavation Chapter 567--135.12.

Corrective Action Design Report

- \* Prepare a Corrective Action Design Report and submit the report to the DNR in accordance with Chapter 567--135.12(455B). Copies of the CADR Guidance can be obtained by telephoning 515-281-6010.

Free Product Recovery

- \* Conduct free product recovery and reporting activities when appropriate in accordance with Chapter 567--135.7(5)
- \* Initiate free product removal, assess the extent of product present, and submit a Free Product Recovery Assessment Report.

Receptor Removal and Replacement

- Removal of plastic water lines and replacement with iron in accordance with DNR rules and guidance.
- Removal, plugging and replacement of private drinking and non-drinking water wells and public water wells in accordance with DNR rules and guidance. See private well rules in chapters 567 IAC 38, 39 & 49 as well as public water well rules in 567 IAC 43.3(7).

**Task 7: Site Monitoring**

These activities will be completed only when directed by DNR and costs are pre-approved by the DNR.

- \* Complete site monitoring activities when appropriate in accordance with Chapter 567--135.8.

- \* Conduct sample analyses and submit a Site Monitoring Report. Lab analysis shall include chemicals of concern as specified in Chapter 135, IAC and also the following oxygenates: MTBE, ethylene dibromide (EDB), and 1, 2-dichloroethane (1, 2-DCA).

**Task 8: Schedules**

Upon submittal of the signed contract, the contractor shall provide DNR with a schedule of events which includes the dates the expected events are to occur during the course of the project.

Time extensions must receive prior approval from the DNR. Good faith efforts will be considered when granting extensions. Adherence to scheduled start-up duties for individual tasks and early detection of potential delays will be considered when determining good faith efforts. Liquidated damages of \$250 per day shall be assessed beyond the original or extended deadline until all tasks are completed. The **liquidated damages** approximate the reasonable amount of damages to the Iowa LUST ARRA Project anticipated by the DNR for delays in not completing the required work on time.

**Task 9: Status Reports**

Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter ("Reporting Period"). Accordingly, the vendor is required to complete projects or activities which are funded under ARRA and to report on use of Recovery Act Funds provided through this RFP and resulting contract. Information from these reports will be made available to the public.

The vendor will be required to submit status reports to DNR on the first day of each month during the contract. The reports shall include information regarding each specific site included in the Iowa LUST ARRA Project for which they have been selected, the status and budgets of work completed or pending. Reports shall include the following elements:

- a. The total amount of ARRA funds received by vendor during the Reporting Period;
- b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - the name of the project or activity;
  - a description of the project or activity;
  - an evaluation of the completion status of the project or activity; and
  - an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- d. For any subcontracts or sub grants equal to or greater than \$25,000:
  - The name of the entity receiving the sub award;
  - The amount of the sub award;
  - The transaction type;
  - The North American Industry Classification System (NAICS) code or
  - Catalog of Federal Domestic Assistance (CFDA) number;

- Program source;
- An award title descriptive of the purpose of each funding action;
- The location of the entity receiving the sub award;
- The primary location of the sub award, including the city, state, congressional district and country; and
- A unique identifier of the entity receiving the sub-award and the parent entity of the vendor, should the entity be owned by another.

e. For any subcontracts or sub grants of less than \$25,000 or to individuals, the information required in section d (above) of the Reporting Requirements may be reported in the aggregate and requires the certification of an authorized officer of the vendor that the information contained in the report is accurate.

f. Any other information reasonably requested by the State of Iowa or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA were published in the Federal Register on April 1, 2009 [74 FR 14824], and once approved will be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

Vendor must also maintain current registrations in the Central Contractor Registration [www.ccr.gov](http://www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration. The vendor shall comply with all requirements regarding current registration in the Central Contractor Registration and obtaining a Dun and Bradstreet Data Universal Numbering System (DUNS) number and reporting requirements.

## **CHAPTER 4 SUBMISSION OF PROPOSALS**

### **4.0 Technical Proposal, Job Proposal and Cost Proposal**

Each proposal shall contain a separately sealed technical proposal, a separately sealed job proposal and a separately sealed cost proposal.

### **4.1 Form of Proposals**

#### **4.1.1 Title Page**

Each technical proposal, each job proposal and each cost proposal shall include a title page created using Attachment 4, *“Technical, Job or Cost Proposal Title Page.”*

#### **4.1.2 Table of Contents**

Each technical proposal, each job proposal and each cost proposal shall include a “Table of Contents” showing the page numbers of each section of the proposal. **If a proposal does not clearly identify by page number or exhibit number where information is given, then the proposal shall be considered non-responsive for each such question.**

#### **4.1.3 Statement of Understanding of and Compliance with RFP**

Each proposal shall contain a signed Attachment 5, "*Positive Statement of Understanding of and Compliance with Chapter 1, Administrative Issues, and Chapter 2, Contractual Terms and Conditions.*" Failure to provide this signed statement shall be deemed acceptance by the prospective vendor of the contract terms and conditions as stated in Chapter 2. The prospective vendor may take exception to the contract terms and conditions of Chapter 2 and may submit its exceptions in writing with its proposal. However, the prospective vendor's exceptions may be rejected and the entire proposal deemed non-responsive.

#### **4.1.4 Other Attachments**

All attachments to the proposal must be included for the proposal to be complete. Proposals submitted without the required attachments may be rejected.

#### **4.2 Content of Technical Proposal and Job Proposal**

Each technical proposal shall contain the following elements.

##### **4.2.1 Executive Summary**

The vendor shall provide a brief Executive Summary (no more than ten pages) explaining the process to complete all project Tasks, provide all Deliverables, and obtain the State's acceptance. The vendor also shall state why its proposed approach best supports the requirements of the Request for Proposal.

##### **4.2.2 Testing and Review Proposal**

The vendor shall provide a brief (no more than 5 pages) summary of its proposal for DNR to review, test and accept completed Tasks and Deliverables.

##### **4.2.3 Training and Mentoring Summary**

If applicable, the vendor shall provide a brief (no more than 5 pages) description of training and mentoring that will be provided to meet the requirements of the Request for Proposal, if training is required by the Scope of Work.

##### **4.2.4 Work Plan**

Vendor proposals shall include a detailed Work Plan (no more than 25 pages) explaining how the vendor intends to complete all Tasks listed in the Scope of Work contained in Section 3.0.3, provide the Deliverables, and obtain the State's acceptance of all Deliverables. The Work Plan shall include, but is not limited to:

***Proposed Method of Performance.*** (Please mark this section of your technical proposal as "Method of Performance.") Proposals will be evaluated based on the vendor's distinctive plan for performing the requirements of the RFP. It is not sufficient for the vendor to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.

The vendor shall present a written narrative which demonstrates the method or manner in which the vendor proposes to satisfy the requirements of the scope of work. A sequential step-by-step description of tasks that are proposed to accomplish the scope of work shall also be provided. Separate narratives should be provided for Quality Assurance Project Plans, UST Closure, Tier 1 Site Assessment, Tier 2 Site Assessment, Corrective Action (Soil Excavation Activities,

---



Corrective Action Design Report, Free Product Recovery, Receptor Removal and Replacement), Site Monitoring, Schedules and Status Reports. The language of the narratives must be straightforward and limited to facts, solutions to problems, and plans of proposed action.

The scope of work for the contemplated contracts is enclosed with this RFP. The DNR reserves the right to excerpt all or any portion of the successful technical proposal for use as final contract language in the event conditions so warrant.

***Expertise of Personnel Responsible for the Project.*** (Please mark this section of your technical proposal as “Expertise of Personnel Responsible for the Project.”)

The qualifications of the personnel proposed by the vendor to perform the requirements of the RFP will be considered in the evaluation. Therefore, the vendor must submit detailed information related to the experience and qualifications of the staff proposed.

The vendor must: (1) identify the certified groundwater professional who will be responsible for the supervision of field staff and completion of the activities identified in the Scope of Work. In addition, the vendor must provide: (2) a list of all personnel assigned to the project and what they will do; (3) an organizational chart showing the staffing and lines of authority for the personnel to be used; and (4) a resume including references and detailing educational qualifications and previous work assignments as may relate to the RFP for all personnel assigned to the project.

***Location, Equipment and Facilities.*** (Please mark this section of your technical proposal as “Location, Equipment, and Facilities.”) The vendor must provide a list of the geographic location of (1) personnel, (2) equipment, (3) state certified lab conducting analytical work, (4) and facilities needed for the successful accomplishment of work.

The vendor must document (5) equipment capability to operate Tier 1 and Tier 2 software.

***Experience and Reliability of the Personnel Responsible for the Project.*** (Please mark this section of your technical proposal as “Experience and Reliability of Personnel Responsible for the Project.”) The proposal must contain the following information on the vendor, as well as on any subcontractors to be used.

Experience and reliability of the personnel identified in the “Expertise of Personnel Responsible for the Project” is considered in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience of these personnel in past performances, especially those performances related to DNR's applicable rules and guidance:

- How many closures, Tier 1 Reports, Tier 2 Reports, Corrective Action Design Reports (CADR), Free Product Recovery Reports, and Site Monitoring Reports (SMR) has the responsible certified groundwater professional prepared?
- By report category (excluding Free Product Recovery Reports and Site Monitoring Reports), provide the percent of reports that have been accepted by DNR with the initial submittal.



## RFP Issue Date: July 29, 2009

- What proportion of the project manager's time will be allocated to this project, and how many other projects will be under the manager's direction during the life of this project?
- Describe your project tracking system used to assure compliance with due dates for closures, Tier 1 Reports, Tier 2 Reports, CADR's, Free Product Recovery Reports, and SMRs?
- A statement that describes what methods the project manager will use to ensure reports are submitted as scheduled. The DNR will require submission of work progress status reports on a monthly basis.

The vendor must provide the following information related to at least three and not more than five contracts recently completed by the office and personnel who will carry out the terms of this contract. The completed contracts must include a broad range of LUST activities, including closure, Tier 1 and Tier 2 assessments, CADR's, Free Product Recovery Reports, and SMRs.

- Registration No.
- LUST No.
- Name, address, and telephone number of vendor and a contact person who may be contacted for verification of all data submitted.
- Date and cost of contract.
- A brief, written description of the specific services performed and requirements thereof.
- Number of time extensions requested and was the project completed as scheduled.

**Commitment to the Project.** (Please mark this section of your technical proposal as "Commitment to the Project.")

- Number of personnel available for this project.
- How long has vendor been doing the type of work described in the Scope of Work?
- Describe the experience of the personnel listed in "Expertise of Personnel Responsible for the Project" to maintain the schedules on past LUST projects.

### Content of Job Proposal

Each job proposal shall contain the following elements.

**Job Stimulus.** (Please mark this section of your Job Proposal as "Job Stimulus.")

## RFP Issue Date: July 29, 2009

The American Recovery and Reinvestment Act of 2009 emphasized job stimulation. The Job Stimulus section shall include information related to each new job or preserved job which will result from the award of a contract for the amount not to exceed \$625,000. The Job Stimulus section shall contain the following information:

- Narrative description of each new job or preserved job anticipated upon award of one contract.
- Job title for each job.
- Total number of new jobs anticipated.
- Total number of preserved jobs anticipated.
- Total hours per week for each job.
- Length of employment (weeks, months, years) for each job.
- A brief description of how each new or preserved job will contribute to the overall success of the project.

***Certification of Anti-Lobbying.*** (Please mark this section of your Job Proposal as “Certification of Anti-Lobbying.” And include Certification Regarding Lobbying form and Disclosure of Lobbying Activities form, if applicable.)

- The vendor acknowledges that if any expenditure is made as prohibited by the Act, that he/she shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- The vendor further acknowledges that failure to file or amend the disclosure form if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The vendor also agrees to include the language of the certification in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

***DBE Subcontractor Utilization..*** (Please mark this section of your Job Proposal as “DBE Subcontractor Utilization” and include the DBE Subcontractor Utilization form.) If you are not a DBE and will not be subcontracting work, please state “no subcontracting” on the DBE Subcontractor Utilization Form. If you subcontract for any work, you should use a DBE or document your efforts to do so. Failure to provide this information will eliminate your proposal from consideration.

***DBE Documentation.*** (Please mark this section of your Job Proposal as “DBE Documentation.”) In order to adequately document your efforts to utilize DBEs, you must make contact with DBEs and provide documentation of your contact(s). It is not adequate to say “I do not know of DBE; therefore, I did not contact one.” See *Utilization of Disadvantaged Business Enterprises*.

***DBE Subcontractor Performance.*** (Please mark this section of your Job Proposal as “DBE Subcontractor Performance” and include the DBE Subcontractor Performance form.)

#### **4.3 Content of Cost Proposal**

Each cost proposal shall contain a detailed breakdown of the monetary cost accorded by the vendor to each of the Tasks described in the Scope of Work contained in section 3.1.3. Each cost proposal shall be submitted in the form designated in Attachment 6, "*Cost Proposal Format*." The "*Cost Proposal Format*" is the only document on which specific pricing or reference to pricing or costs shall appear.

##### **Cost Proposal Instructions:**

The cost proposal shall include a detailed itemized cost statement. The vendor must also include an itemized listing of all other expenses or fees that are expected to be paid by the DNR. These are subject to review and negotiation.

##### **A. Presentation of Costs**

A summary of the proposed costs for each phase must be presented in the format as shown in Attachment 6. The work will be performed on a site specific basis, and a total "not to exceed" limit. Pricing for any additional work not completed in the approved budget will be based on the data presented in Attachment 6.

The prices submitted are for the types of services necessary to complete the scope of work for this RFP. Actual budgets will be site specific. Your proposal will be evaluated based upon the unit rates provided, rates for additional units, and total costs for the scenarios presented. Rates will be based on the number of tanks, tank sizes, number of samples, borings, wells, and pathways evaluated. Rates will include all services necessary to satisfy the contract requirements.

Standard unit rates that the vendor will charge for services not identified in this RFP, but which may be necessary for completion of the contract requirements, must be included in your cost proposal. For purposes of evaluation, the following should be noted by each vendor.

- 1) **Developing Site Specific Scope of Work for Sites Included in the Iowa LUST ARRA Project:** Includes research and file review, site visits, mobilization/demobilization costs, mileage, all equipment, GPS (lat/long) location of sites, obtaining a before and after photo of the site, obtaining Right of Entry and Indemnity Agreements from each property site owner; technical staff, supervising staff time involved in obtaining site access and developing a site specific work plan for cleanup activities with emphasis on those activities which can move the site to closure expeditiously.
- 2) **Tank Closure Costs:** Includes mobilization/demobilization costs, all equipment, technical staff and supervising staff time, all required permits, notifications, and utility locates, tank closure, piping closure, disposal of residues and rinsates for cleaning, purging, removal, disposal, vapor analysis, backfill and compaction, and surface restoration, on a tank size basis. For closure in place, also include notification of appropriate fire prevention departments and flowable mortar or concrete costs.

- 3) Sample Costs: Includes obtaining sample, laboratory analyses, QA/QC, trip blanks, free product recovery, reporting, and all technical staff and supervisory staff time to incorporate sample information in required reports, on a per-sample basis.
- 4) Report Preparation Costs: Includes all staff and supervisory time to collect, review and assimilate information into necessary reports, including written and oral reporting requirements, all analytical and observed documentation, record searches when required, regulatory communications, and mapping. Types of reports include: Tank Closure, Tier 1, Tier 2, Site Monitoring, Free Product Recovery, and Expedited and other Corrective Actions.
- 5) Disposal Costs:
  - a. Tank contents. Includes costs to remove, containerize if necessary, and properly dispose of contents of tank, not including rinsate, on a per gallon basis.
  - b. Contaminated backfill. Includes all costs associated with removal, hauling, and disposal/treatment of all contaminated soils required to be removed at time of tank closure and/or as part of corrective action, including all field testing, supervision, and reporting requirements, on a cubic yard basis.
- 6) Boring Costs: Includes all technical and supervisor staff and equipment to properly install, log, sample and properly abandon each soil or rock boring, including obtaining permits and site access, utility locates, accurate elevation surveys, and appropriate cuttings disposal and surface restoration on a per boring basis, assuming 25 ft. deep borings and a per foot basis for depth greater than 25 ft.
- 7) Monitoring Wells Costs: Includes all technical and supervisory staff and equipment to properly convert a boring into a monitoring well, including the completion of monitoring well construction diagrams documenting well construction, static water level, well development, proper disposal of development water, hydraulic conductivity measurements as appropriate, and a weather sealed locking cap, on a per well basis, assuming a 25 ft. depth basis and a per foot basis for depths greater than 25 ft.
- 8) Pathway Evaluation Costs: Includes all technical and supervisory staff and equipment necessary to conduct field analysis, sampling, monitoring, and inspections sufficient to evaluate each pathway and all potential receptors impacted on a per pathway basis.
- 9) Soil Gas Costs: Includes all technical and supervisory staff and equipment and laboratory analysis necessary to properly obtain, evaluate and document soil gas levels followed by confirmation sampling at



specific locations, including QA/QC, and shipping costs on a per sample basis.

- 10) **Material and Equipment.** Materials to be acquired for the performance of this work must be identified and priced to a reasonable level of detail. Equipment to be used must also be identified, and if use charges are to be assessed and submitted for payment, the age and condition of the equipment must be described.

B. The agreed final cost of work will be the firm fixed cost for the project. Only additions confirmed by an approved written change order will be allowed. Clarification of information submitted or additional comment requests based on the scope of work will be the responsibility of the vendor without additional compensation.

**C. Should the vendor or DNR request additional work, change order authorization must be given in writing by the vendor to DNR prior to initiation of the activity.** Prices as used herein shall fix the level of additional compensation that will be paid.

D. All costs, including subcontractors, independent contractors or other parties providing service or products required by the Scope of Work, shall be included.

#### **4.4 Vendor Information**

##### **4.4.1 Vendor Firm General Information**

The vendor shall provide basic corporate and sub-contractor information to include, but not be limited to, ownership, size, relationship with larger owner, financial resources, date of incorporation, and staffing locations.

The vendor shall provide detailed descriptions of at least three but not more than five previous successfully implemented similar projects. For each project listed, the vendor shall provide the firm name; and the name, title, address, telephone number, FAX number, and email address of the contact person for that firm.

##### **4.4.2 Vendor Project Managers and Personnel Information**

The vendor's Project Manager and personnel shall be qualified to perform the Tasks required and to assure timely achievement of the Scope of Work.

The level of qualifications of the Project Manager and personnel shall be identified in the proposal. For each Task, the vendor shall provide a list of Personnel meeting each level and qualifications designated by the vendor. The vendor also shall provide for each individual staff member a resume including at least the following information:

- 1) Academic background and degrees.
- 2) Professional certifications.
- 3) Previous experience with management of sub-contractor staff.
- 4) At least three (3) business or professional references that include: names of contacts, titles, addresses, telephone and FAX numbers and electronic mail addresses.
- 5) Availability of time for this project.

Vendor's Project Manager and Personnel shall not be substituted without prior written approval of the State's Project Manager.

DNR reserves the right to review and remove vendor and sub-contractor personnel prior to and during their assignment and to request changes of selected personnel after their assignment.

#### **4.4.3 Vendor Financial Information**

Proposals must indicate whether any of the following conditions have been applicable to the vendor, or a subsidiary or intermediary company or holding company of the vendor, during the past three (3) years. If any of the following conditions are applicable, then the vendor shall state the details of the occurrence.

1. Whether a contract has been terminated for default;
2. Whether any penalties have been assessed under any existing or past contracts with the State of Iowa or other governmental entities;
3. Whether the vendor or a subsidiary or intermediary company or holding company of the vendor has been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity; or
4. Whether the vendor or a subsidiary or intermediary company or holding company of the vendor holds or has held trading in the stock of the company suspended.

#### **4.5 Submission of Proposals**

##### **4.5.1 Number of Copies and Labeling on Sealed Envelopes**

Each separately sealed package shall contain an originally signed printed original, three duplicate printed copies, plus one separate electronic copy on CD. All sealed packages, printed copies and CDs shall be clearly labeled with the following information:

- Vendor's Name and Address
- Contact Person and Telephone
- Project Title and RFP Number
- Proposal Due Date and Time
- Original (or Copy)
- Technical Proposal (Job Proposal or Cost Proposal)

Originally signed Proposals and all printed copies in English shall be printed on 8 ½ x 11 sheets of white paper, bound in standard 3 ring binders.

For information regarding additional "Public Copies" needed in the event of a request for confidential treatment of technical proposal information, please refer to section 1.8.3.

##### **4.5.2 Format of Electronic Copies**

All electronic copies on CD may be read-only but shall use searchable text formats, such as Microsoft Word, Excel, Project, Publisher, PowerPoint or Adobe Acrobat and allow for text highlighting, copying and pasting by the State.

##### **4.5.3 To Whom Submitted**

The Issuing Officer designated above shall receive all proposals.

#### **4.5.4 Deadline for submission**

Each proposal (including technical, job, and costs proposals) shall be received by the State by **3:30 pm, September 14, 2009**. Late proposals shall be returned unopened to the sender. There is no firm timeline for completing the evaluation.

## **CHAPTER 5 EVALUATION OF PROPOSALS**

### **5.0 Proposals Not Responsive or Responsible to RFP**

By submission of its proposal, the vendor hereby consents to the disclosure of its proposal contents to such State evaluators for the purpose of evaluation. The State will review proposals for compliance with the proposal format instructions and verify full compliance with the responsive and responsible requirements of this RFP. Any proposal found to be noncompliant with responsive and responsibility requirements will be rejected and not scored. Proposals meeting all responsive and responsibility requirements will be further evaluated as specified below. The Proposals will be reviewed and analyzed by the DNR's Evaluation Committee.

#### **Determination of Responsiveness**

All submitted proposals shall be evaluated for responsiveness. A responsive proposal is one that agrees or complies with the requirements of the RFP documents. A responsive proposal will be permitted to proceed to the next evaluation step, which is a determination as to whether a vendor qualifies as a responsible vendor.

A proposal does not necessarily need to describe or acknowledge each and every individual requirement of an RFP. Generally, a proposal is considered responsive unless the proposal (1) expresses disagreement with an RFP requirement, (2) takes exception to an RFP requirement, (3) proposes an action contradictory to an RFP requirement, (4) will otherwise prevent the enforcement and/or execution of an RFP requirement, (5) fails to include submittal information or (6) fails to comply with the bid bond requirement for five percent of the bid. A nonresponsive proposal shall be eliminated from further consideration and cannot be recommended for an award of a contract.

#### **Determination of Responsibility**

In order to qualify as responsible, a vendor must meet the following standards as they relate to the particular procurement under consideration.

- Adequate financial resources for performance or the ability to obtain such resources as required during performance.
- Necessary experience, organization, technical qualifications, skills, and facilities or the ability to obtain them (including probable contractor arrangements).
- Ability to comply with the proposed or required time of delivery or performance schedule.



- Satisfactory record of integrity, judgment, and performance.
- Otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Compliance with DBE requirements.

### **5.1 Separation of Cost Proposals**

All cost proposals shall remain unopened and separated from the technical and job proposals until the evaluation committee has completed its evaluation of the technical and job proposals.

### **5.2 Evaluation of Technical and Job Proposals**

Technical proposals meeting the mandatory requirements will be further evaluated and points awarded based upon the documents provided by the vendor. No prospective vendor is promised a minimum or maximum number of points. Each proposal will be scored based on an evaluation of the following factors:

- Presentation in Proposal
- Work Plan
- Proposed Timeline
- Training and Mentoring Proposal, if applicable
- Method of Performance
- Qualifications and Experience of Vendor Personnel
- Expertise of Personnel Responsible for the Project
- Location, Equipment, and Facilities
- Experience and Reliability of the Personnel Responsible for the Project
- Commitment to the Project
- In review of proposals, DNR evaluators may review department records to assess past performance of vendors and vendors' key personnel regarding quality and timeliness of submittals to the department.

Job proposals meeting the mandatory requirements will be further evaluated and points awarded based upon the documents provided by the vendor. No prospective vendor is promised a minimum or maximum number of points. Each proposal will be scored based on an evaluation of the following factors:

- Presentation in Proposal
- Narrative description of each new job or preserved job anticipated upon award of one contract.
- Job title for each job.
- Total number of new jobs anticipated.
- Total number of preserved jobs anticipated.
- Total hours per week for each job.
- Length of employment (weeks, months, years) for each job.
- A brief description of how each new or preserved job will contribute to the overall success of the project.
- Extent to which the job proposal is perceived to be realistic and accurate.

### **5.3 Evaluation of Cost Proposals**

Cost Proposals will be evaluated and points awarded as follows: unit prices for each of the nine tasks will be sub-totaled. These sub-total costs will be added together to create an overall total cost for the scope of work. The proposal with the lowest overall total cost will receive ten (10) points. The overall total cost scores for the other compliant proposals will be awarded relative to all compliant proposals. An example of how the number of relative points may be awarded to all other Cost Proposals, the lowest bid can be used as the numerator with each of the other bids as the denominator. The resulting percentage times the number of available points (10) can be the total score awarded for cost to other compliant vendors. Points will be rounded to the nearest higher whole value.

Example for evaluating Cost:

Vendor A quotes \$35,000; Vendor B quotes \$45,000; and Vendor C quotes \$65,000.  
Vendor A: receives 100% of the available points for cost or 10 points.  
Vendor B: receives 78% of available points for cost (\$35,000 divided by \$45,000) or 8 points.  
Vendor C: receives 54% of available points for cost (\$35,000 divided by \$65,000) or 5 points.

In addition to the points previously mentioned, the cost proposal will be evaluated based on the extent to which the proposed cost is perceived to be realistic and accurate. Each cost proposal may receive up to 5 additional points based on this criterion. Total maximum cost proposal points equals 15.

#### **5.4 Final Ranking and Selection**

After completion of the technical, job and cost proposal evaluations, a final ranking will be completed. Proposals will be reviewed by the DNR. The final determination of the award of contracts will be the responsibility of the DNR. The DNR will make the determination for the award of contracts to the vendors whose proposals are determined to be the most advantageous to the state of Iowa considering the technical, job and cost factors set forth in the RFP. Technical merit will be given greater value than cost. Four vendors may be selected for award.

#### **5.5 Criteria for Technical Proposal Evaluation**

The following is a list of factors that specifically will be considered in the technical evaluation of the proposals received.

Technical Proposal Rating Criteria	Weighting Factor
<u>Proposed Method of Performance</u> Attention will be given to the extent to which the vender thoughtfully tailors the proposed approach to ensure DNR's intended objectives are met, and the level of understanding of the project as defined in the Scope of Work. Specificity, clarity, and directness of proposal will be considered. Ample support should be provided for all positions, directions and assumptions. If the level of understanding is not satisfactorily met, the offer will be deemed ineligible for an award.	30

<u>Expertise of Personnel Responsible for the Project</u>	15
Personnel experience and strong capabilities in the oversight of the UST closure, assessment and correction action design described in the Scope of Work. The managerial experience of the project manager, personnel experience, competence, and educational background (e.g., geologist, hydrologist) and professional status (e.g., professional engineer) of the proposed staff assigned to the project will also be evaluated. If no level of experience has been determined, the vendor will be deemed ineligible for an award. The project manager must be a certified groundwater professional.	
<u>Location, Equipment, and Facilities</u>	05
Geographic location, availability of personnel, equipment, analytical facilities, facilities necessary for the successful accomplishment of the work, and sufficient equipment to get the work done in a timely manner.	
<u>Experience and Reliability of Personnel Responsible for this Project</u>	10
The vendor's technical performance on similar, past projects and the extent to which the participant can draw on past experience directly in meeting the requirements of these closure activities.	
<u>Commitment to Project</u> (Section IE of Proposal)	10
The vendor's commitment to meet the schedule outlined. The vendor's demonstrated record of timeliness, quality and project management.	
<b>Total Technical Points</b>	<b>70</b>

---

## **5.6 Criteria for Job Proposal Evaluation**

The following is a list of factors that specifically will be considered in the evaluation of the job proposal received.

	Weighting Factor
<b>Job Proposal Rating Criteria</b>	
Number of new jobs created in proposal.	05
Number of preserved jobs in proposal.	05
Extent to which the proposed new jobs and preserved jobs is perceived to be realistic and accurate.	<u>05</u>

---

Total Job Points

15

### 5.7 Criteria for Cost Proposal Evaluation

The following is a list of factors that specifically will be considered in the cost evaluation of the proposals received. DNR reserves the right to reject any proposal they feel contains excessive costs.

Cost Proposal Rating Criteria		Weighting Factor
Proposed cost for the scope of work.		10
Extent to which the proposed cost is perceived to be realistic and accurate.		<u>05</u>
Total Cost Points		15

**RFP ATTACHMENT 1  
(To be used with section 1.5.7)**

**PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL,  
JOB AND COST PROPOSALS.**

**CERTIFICATION OF INDEPENDENCE AND  
NO CONFLICT OF INTEREST**

By submission of a proposal in response to RFP No. \_\_\_\_\_, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or vendor of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Name of Vendor Organization: \_\_\_\_\_

RFP Issue Date: July 29, 2009

**RFP ATTACHMENT 2  
CONTRACT SPECIAL CONDITIONS**



RFP Issue Date: July 29, 2009

**RFP ATTACHMENT 3  
CONTRACT GENERAL CONDITIONS**

**RFP ATTACHMENT 4**

\_\_\_\_\_ **TECHNICAL PROPOSAL TITLE PAGE**  
**OR**  
\_\_\_\_\_ **JOB PROPOSAL TITLE PAGE**  
**OR**  
\_\_\_\_\_ **COST PROPOSAL TITLE PAGE**  
**(Check appropriate designation)**

Submitted by:	
Firm Name:	
Address:	
City, State, Zip:	
Telephone:	
FAX:	
Email Address:	
Signature:	
Print Name:	
Title:	
Date:	

\_\_\_\_\_ **Original**

\_\_\_\_\_ **Copy**

\_\_\_\_\_ **Public Copy redacting information for which confidential treatment is requested.**  
**No part of a cost proposal may be held confidential. Please refer to section 1.8.3.**

RFP ATTACHMENT 5

**POSITIVE STATEMENT OF UNDERSTANDING OF COMPLAINT WITH  
CHAPTER 1, ADMINISTRATIVE ISSUES,  
AND  
CHAPTER 2, CONTRACTUAL TERMS AND CONDITIONS**

I certify that I have read and understand Chapter 1, *Administrative Issues*, and Chapter 2, *Contractual Terms and Conditions* of RFP No. 2009LUSTka01. I further certify that this response to RFP No. 2009LUSTka01 complies with Chapters 1 and 2.

By signing this statement, I agree to accept the contract terms and conditions stated in Chapter 2, *Contractual Terms and Conditions*; in RFP Attachment 2, *Contract Special Conditions*; and in RFP Attachment 3, *Contract General Conditions*, except as I have specifically stated below:

I further understand and agree that the exceptions listed in this statement may be rejected by DNR and the entire proposal may be deemed non-responsive, according to section 4.1.3 of RFP No. 2009LUSTka01\_\_\_\_\_.

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

Printed Name and Title:\_\_\_\_\_

Name of Vendor Organization:\_\_\_\_\_

### RFP ATTACHMENT 6 COST PROPOSAL FORMAT

Vendor Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc.) to provide the requested services. All pricing to be FOB Destination, freight cost included; and based on Net 60 Days Payment Terms. Prices should include Davis-Bacon Act or Prevailing Wage Rates and Buy American provisions, where applicable.

Payment Milestone for Completion of Task	Firm Fixed US \$ Price
<b>Task 1: Develop Site Specific Plans for LUST Cleanup Activities/Site Safety</b>	
Provide costs of all general activities.	
1. <u>Site visit costs</u>	\$ _____ per site
2. <u>Mobilization/demobilization costs</u>	\$ _____ per site
a. mileage	\$ _____ per mile
3. <u>Equipment costs</u>	\$ _____ per site
4. <u>Obtain Property Right of Entry Agreement</u>	\$ _____ per site
5. <u>Obtain GPS (Lat/Long) location of the site</u>	\$ _____ per site
6. <u>Obtain Before and After Photo of the Site</u>	\$ _____ per site
7. <u>Supervisory and staff time costs</u>	\$ _____ per site
<p><b>NOTE: The costs to Develop Site Specific Plans for LUST Cleanup Activities/Site Safety includes all general activity expenses.</b></p> <p>If you are including general activity costs for services not described above, which are necessary to complete environmental services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.</p>	
<u>Service Description</u>	<u>Cost Description</u>
<u>Hours</u>	<u>Total</u>

<p><b>Task 2: Quality Assurance Project Plans</b></p> <p>The contractor/consulting firm shall develop a quality assurance plan that documents the type and quality of the data needed for environmental decisions and describe the methods for collecting and assessing those data. The quality assurance project plan must be available for review by DNR upon request.</p> <p><b>NOTE: The costs to Develop Quality Assurance Project Plans includes all general activity expenses.</b></p> <p>If you are including general activity costs for services not described above, which are necessary to complete environmental services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.</p> <table border="0"><thead><tr><th style="text-align: left;"><u>Service Description</u></th><th style="text-align: left;"><u>Cost Description</u></th><th style="text-align: center;"><u>Hours</u></th><th style="text-align: center;"><u>Total</u></th></tr></thead></table>	<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>	<p>\$_____ per contract</p>
<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>		
<p><b>Task 3: UST Closure</b></p> <p><u>Mobilization/demobilization costs</u></p> <p>a.        mileage</p> <p><u>Tank closure costs</u></p> <p>a.        Three tanks, 2,000 gal. ea.</p>	<p>\$ _____ per site</p> <p>\$ _____ per mile</p> <p>\$ _____ per tank</p>				

**RFP Issue Date: July 29, 2009**

b. Three tanks, 2,000 to 4,000 gal. ea.	\$ _____ per tank
c. Three tanks, 4,000 to 6,000 gal. ea.	\$ _____ per tank
d. Three tanks, 6,000 to 8,000 gal. ea.	\$ _____ per tank
e. Three tanks, 8,000 to 10,000 gal. ea.	\$ _____ per tank
f. Three tanks greater than 10,000 gal. ea.	\$ _____ per tank
<u>Additional tank closure costs</u>	
a. For each tank over the three identified in No. 1: each additional tank less than or equal to 2,000 gal.	\$ _____ per tank
b. For each tank over the three identified in No. 1: each additional tank 2,000 to 4,000 gal.	\$ _____ per tank
c. For each tank over the three identified in No. 1: each additional tank 4,000 to 6,000 gal.	\$ _____ per tank
d. For each tank over the three identified in No. 1: each additional tank 6,000 to 8,000 gal.	\$ _____ per tank
e. For each tank over the three identified in No. 1: each additional tank 8,000 to 10,000 gal.	\$ _____ per tank
f. For each tank over the three identified in No. 1: each additional tank greater than 10,000 gal.	\$ _____ per tank
<u>Closure sample collection and analysis</u>	
a. OA-1 / MTBE; EDB; and 1, 2-DCA soil samples	\$ _____ per sample
b. OA2 soil samples	\$ _____ per sample
c. OA-1 / MTBE; EDB; and 1, 2-DCA water samples	\$ _____ per sample
d. OA2 water samples	\$ _____ per sample
<u>Disposal costs</u>	
a. Tank contents	\$ _____ per gal
b. Contaminated backfill	\$ _____ per cubic yd.
<u>Tank closure report</u>	\$ _____ per report



<p><b>NOTE: The costs for UST Closure includes all general activity expenses.</b></p>	
<p>If you are including general activity costs for services not described above, which are necessary to complete environmental services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.</p>	
<p><u>Service Description</u>    <u>Cost Description</u>    <u>Hours</u>    <u>Total</u></p>	
<p><b>Task 4: Tier 1 Site Assessment</b></p>	
<p><u>Tier 1 Mobilization/demobilization costs</u></p>	<p>\$ _____ per site</p>
<p>a.      mileage</p>	<p>\$ _____ per mile</p>
<p>Tier 1 at time of closure. Assume three (3) soil borings completed as monitoring wells.</p>	
<p><u>Soil borings, 25 ft. deep</u></p>	<p>\$ _____ per boring</p>
<p>a.      Each additional ft. deeper than 25 ft.</p>	<p>\$ _____ per ft.</p>
<p>b.      Each additional boring</p>	<p>\$ _____ per boring</p>
<p><u>Borings completed as monitoring wells @ 25 ft. deep</u></p>	<p>\$ _____ per well</p>
<p>a.      Each additional ft. deeper than 25 ft.</p>	<p>\$ _____ per ft.</p>
<p>b.      Each additional monitoring well</p>	<p>\$ _____ per well</p>
<p><u>Soil Samples</u></p>	

<p>a.      OA-1 / MTBE; EDB; and 1, 2-DCA samples</p>	<p>\$ _____ per sample</p>								
<p>b.      OA2 samples</p>	<p>\$ _____ per sample</p>								
<p><u>Water Samples</u></p>									
<p>a.      OA-1 / MTBE; EDB; and 1, 2-DCA samples</p>	<p>\$ _____ per sample</p>								
<p>b.      OA2 samples</p>	<p>\$ _____ per sample</p>								
<p><u>Each soil gas sample</u></p>									
<p><u>Plastic water line samples</u></p>									
<p><u>Drinking well, non-drinking well samples</u></p>									
<p><u>Tier 1 Report</u></p>									
<p><u>Mobilization if Tier 1 Completed after closure</u></p>									
<p><b>NOTE: The costs for Tier 1 Assessment includes all expenses to complete Tier 1 activities.</b></p>									
<p>If you are including services not described above, which are necessary to complete Tier 1 activities, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.</p>									
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Service Description</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Cost Description</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Hours</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>				
<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>						



<p><b>Task 5: Tier 2 Site Assessment</b></p> <p>Assume five (5) borings completed as monitoring wells.</p> <p><u>Soil borings, 25 ft. deep</u></p> <p>a. Each additional ft. deeper than 25 ft.</p> <p>b. Each additional boring</p> <p><u>Non-bedrock monitoring well @ 25 ft. deep</u></p> <p>a. Each additional ft. deeper than 25 ft</p> <p>b. Each additional monitoring well</p> <p><u>Bedrock well (includes drilling @ 25 ft. deep</u></p> <p>a. Each additional ft. deeper than 25 ft.</p> <p>b. Each additional well</p> <p><u>Soil samples</u></p> <p>a. OA-1 / MTBE; EDB; and 1, 2-DCA samples</p> <p>b. OA 2 samples</p> <p><u>Water samples</u></p> <p>a. OA-1 / MTBE; EDB; and 1, 2-DCA samples</p> <p>b. OA 2 samples</p> <p><u>Plastic water line samples</u></p>	<p>\$ _____ per boring</p> <p>\$ _____ per ft.</p> <p>\$ _____ per boring</p> <p>\$ _____ per well</p> <p>\$ _____ per ft.</p> <p>\$ _____ per well</p> <p>\$ _____ per well</p> <p>\$ _____ per ft.</p> <p>\$ _____ per well</p> <p>\$ _____ per sample</p> <p>\$ _____ per sample</p> <p>\$ _____ per sample</p> <p>\$ _____ per sample</p> <p>\$ _____ per sample</p> <p>\$ _____ per sample</p> <p>\$ _____ per sample</p> <p>\$ _____ per well</p>



[illegible]

<u>Excavation and disposal of soil</u>	\$ _____ per cubic yd
<u>Soil samples</u>	
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$ _____ per sample
b. OA 2 samples	\$ _____ per sample
<u>Water samples</u>	
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$ _____ per sample
b. OA 2 samples	\$ _____ per sample
<u>Monitoring well plugging, 25 ft. well</u>	\$ _____ per well
<u>Drinking/non-drinking well samples</u>	\$ _____ per sample
<u>Drinking/non-drinking water well plugging</u>	\$ _____ per well per foot
<u>Plastic water line samples</u>	\$ _____ per sample
<u>Plastic water line replacement</u>	\$ _____ per foot
<u>Corrective action report</u>	\$ _____ per report
<p><b>NOTE: The costs of Corrective Action includes all expenses to complete expedited corrective action activities.</b></p> <p>If you are including services not described above, which are necessary to complete expedited corrective action activities, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.</p>	



<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>
<b>Corrective Action Activities</b>			
<u>Mobilization Costs</u>			\$_____ per site
<u>Pilot Test Costs</u>			\$_____ per site
<u>Treatment System Costs</u>			\$_____ per unit (total)
a.	Extraction/Sparge/Vertical Wells		\$_____ per well
b.	Piping		\$_____ per foot
c.	Vacuum Blowers/Pumps		\$_____ per unit
d.	Instrumentation/Controls		\$_____ per unit
e.	Above Ground Treatment Structures		\$_____ per unit
<u>Operational/Maintenance Costs</u>			\$_____ per yr
<u>Waste Disposal Costs</u>			\$_____ per gal or cubic yd
<u>Supervisory and Staff Time Costs</u>			\$_____ per site
<u>CADR/Startup/Progress Summary Reports</u>			\$_____ per report



**NOTE: The costs for Corrective Action Activities includes all expenses to complete Corrective Action Activities.**

If you are including services not described above, which are necessary to complete Corrective Action Activities, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.

**Free Product Recovery**

Site Visit

\$\_\_\_\_\_ per visit

Free Product Measurement & Recovery

\$\_\_\_\_\_ per well

Disposal of Water & Free Product

\$\_\_\_\_\_ per gallon

Free Product Recovery Report

\$\_\_\_\_\_ per report

**NOTE: The costs for Free Product Recovery includes all expenses to complete free product recovery activities.**

If you are including services not described above, which are necessary to complete free product recovery activities, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.

<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>
----------------------------	-------------------------	--------------	--------------



<b>Task 7: Site Monitoring Report</b>	
<u>Site visit</u>	\$_____ per visit
<u>Soil samples</u>	\$_____ per sample
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$_____ per sample
b. OA2 samples	
<u>Water samples</u>	\$_____ per sample
a. OA-1 / MTBE; EDB; and 1, 2-DCA samples	\$_____ per sample
b. OA2 samples	
<u>Soil gas samples</u>	\$_____ per sample
<u>Plastic water line samples</u>	\$_____ per sample
<u>Drinking well, non-drinking well samples</u>	
<u>Site monitoring report</u>	\$_____ per report
a. First report	\$_____ per report
b. Subsequent reports	
<p><b>NOTE: The costs for Site Monitoring Report includes all expenses to complete a Site Monitoring Report.</b></p> <p>If you are including services not described above, which are necessary to complete a Site Monitoring Report, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.</p>	

<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>
<p><b>Task 8: Schedules</b></p> <p>Upon submittal of the signed contract, the contractor shall provide DNR with a schedule of events which includes the dates the expected events are to occur during the course of the project.</p> <p><b>NOTE: The costs for a Schedules includes all expenses to complete a Schedule of Events.</b></p> <p>If you are including services not described above, which are necessary to complete a Schedule of Events, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.</p>			
<p><u>Service Description</u>   <u>Cost Description</u>   <u>Hours</u>   <u>Total</u></p>			
<p><b>Task 9: Status Reports</b></p> <p>The vendor will be required to submit status reports to the DNR on the first day of each month during the contract. The vendor must also maintain current registrations in the Central Contractor Registration at all times during the contract. The reports shall include information regarding each specific site</p>			

\$\_\_\_\_\_ per  
schedule

\$\_\_\_\_\_ per  
report



included in the Iowa LUST ARRA Project for which they have been selected, the status and budgets of work completed or pending. Please see Task 9: Status Report in the Scope of Work section of this RFP for required reporting elements and other details.

**NOTE: The costs for Status Reports includes all expenses to complete monthly Status Reports.**

If you are including services not described above, which are necessary to complete monthly Status Reports, or any of the services required by the RFP, please detail them, their cost and unit breakdowns here. Do not include in the figures shown above. These will be reviewed should your firm be selected as the Contractor/Consultant.

<u>Service Description</u>	<u>Cost Description</u>	<u>Hours</u>	<u>Total</u>
----------------------------	-------------------------	--------------	--------------

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

Printed Name and Title:\_\_\_\_\_

Name of Vendor Organization:\_\_\_\_\_

**RFP ATTACHMENT 7  
PROSPECTIVE VENDOR PROPOSAL CERTIFICATION  
(To be submitted with TECHNICAL PROPOSAL)  
(Use with section 1.5.6)**

**PROPOSAL CERTIFICATION**

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal No. \_\_\_\_\_ and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the vendor indicated below (a) acknowledges receipt of and accepts the provisions of amendment to this RFP dated \_\_\_\_\_ or (b) has received no amendments to this RFP.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

I further certify that I have the authority to bind the vendor indicated below to its costs contained in this proposal, and I certify that the quoted costs will remain binding and unchangeable for the term of any contract that may result from this proposal, in accordance with the provisions of section 1.5.6 of the RFP.

I further certify that Vendor and all Vendor personnel shall comply with Iowa information technology security statutes, rules and policies, including the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR. I understand the successful vendor and individual personnel will be asked to sign similar certifications if a contract is awarded.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Name of Vendor Organization: \_\_\_\_\_

**RFP ATTACHMENT 8**  
**PROSPECTIVE VENDOR AUTHORIZATION TO RELEASE INFORMATION**  
**(For use with sections 1.7.2 and 1.7.3)**

**AUTHORIZATION TO RELEASE INFORMATION**

\_\_\_\_\_ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP No. \_\_\_\_\_, to release such information to the Department.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may affect in a negative way its chances to receive contract awards from the Department or may otherwise affect in a negative way its reputation or operations.

The vendor accepts the risk associated with this authorization to release information. The vendor agrees to release all persons, entities, the Department, and the State of Iowa from any liability whatsoever that may be incurred as a result of the release of information which occurs following the execution of this authorization to release information or following the use in any way by any person of the information obtained.

\_\_\_\_\_  
Printed Name of Vendor Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title





**RFP Attachment 9  
PROSPECTIVE VENDOR CERTIFICATION OF CONFIDENTIALITY AND  
NONDISCLOSURE AGREEMENT**

**CERTIFICATION OF CONFIDENTIALITY AND NONDISCLOSURE  
AGREEMENT**

I \_\_\_\_\_  
(Print Name)

For \_\_\_\_\_  
(Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as "proprietary and confidential".

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

\_\_\_\_\_  
Signature Date



**RFP ATTACHMENT 10  
PROSPECTIVE VENDOR  
CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION  
OF STATE SALES AND USE TAX**

**CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND  
REMISSION OF STATE SALES AND USE TAX**

Pursuant to Iowa Code sections 423.2(9A) and 423.5(8), a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a proposal in response to Request for Proposal No. \_\_\_\_\_, the undersigned certifies the following: (check the applicable box)

☐ Our Company is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432;

**OR**

☐ Our Company is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43).

Our Company also acknowledges that the State of Iowa may declare our bid or resulting contract void if the above certification is false. Our Company also understands that fraudulent certification may result in the State of Iowa or its representative filing for damages for breach of contract.

\_\_\_\_\_  
Printed Name of Vendor Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title



**RFP ATTACHMENT 11**  
**(This attachment is for informational purposes only.)**

**SITE LIST**

List of Proposed Sites.

The following sites may or may not be included in the resulting contracts. DNR has the sole responsibility of assigning sites to each contract. Sites are listed in order of assignment priority.

Rank	UST No.	LUST No.	Site Name	Site City	Tier 2 Accepted Date	Class
1	197900025	7LTE20	Al's Vintage Autos	Grand Mound	9/2/2003	High
1	198601719	7LTV96	Former Sidney DX	Sidney	None	Not Class
1	198606733	8LTK88	Garrisons Used Cars	Waterloo	9/22/2003	High
1	198710256	8LTM69	Castalia Oil Company	Castalia	8/5/2003	High
1	198605864	8LTV26	Ward's Repair	Attica	9/5/2002	High
1	19917301	8LTZ53	Rudd Brothers	Drakesburg	4/4/2002	High
1	198604052	9LTA57	Moreland Garage	Farrar	10/16/2002	High
1	198609694	9LTE43	Mel's Repair Service	What Cheer	7/12/2002	High
1	198915769	9LTG07	Cher's Mini Mart	Chapin	4/21/1999	High
1	198607543	9LTG11	Johnson Oil Co	Seymour	12/3/2002	High
1	198609766	9LTG19	Capt DS Dry Dock	Belmond	8/12/1999	High
1	198607512	9LTI35	Garden Grove Store	Garden Grove	4/10/2002	High
1	198602085	9LTI64	Lavonne Hove Erickson	Stanhope	7/27/2001	High
1	197910428	9LTI89	Former Standard Station	Earlville	9/18/2001	High
1	198608384	9LTI91	Former Pony Express	Waterloo	None	Not Class



1	198601629	9LTJ06	Fr B&C Service	Lockridge	5/8/2006	High
1	198811178	9LTJ13	Morman Service	Petersburg	11/19/2001	High
1	200500015	9LTJ38	JD Carpenter Companies	Des Moines	NA	Not Class
1	8912194	9LTJ91	Rose Hill Grocery	Rose Hill	3/28/2005	High
1	197910573	9LTM87	Orphan Tank Site	Waterloo	NA	Not Class
2	198605821	7LTY45	White-New Idea Farm Equipment Company	Charles City	None	High
2	198608954	7LTY52	Fr Vermillion DX	Shenandoah	9/9/2002	High
2	198607647	8LTF75	Country Corner	Pacific Junction	12/12/2003	High
2	198608131	8LTQ13	Dave's Conoco	Dumont	2/23/2001	High
2	198601152	8LTS02	Pemco Fast Break	Keystone	NA	High
2	198710757	8LTY48	Rolfe Service	Rolfe	7/15/2003	High
2	199016806	9LTD17	RMI Wellsburg	Wellsburg	10/10/2002	High
2	198604066	9LTF87	Liberty Store	Osceola	8/12/1999	High
2	199317607	9LTG48	Fr Service Station	Mount Pleasant	9/3/2003	High
2	199017159	9LTH79	Fr TJ's Gas & Bait	Chelsea	8/23/2005	High
2	200000022	9LTI74	Inman Oil Co	Earlham	6/20/2002	High
2	200300033	9LTL22	McBride	Gravity	12/1/2005	High
3	198609966	7LTC31	Dyno's 33	Storm Lake	8/2/1999	High
3	197900003	7LTX42	Charles Clapp	Carter Lake	6/27/2003	High
4	198600071	7LTS29	Jim's Service	Plover	11/11/1998	High
4	198916086	8LTT18	Vick's Corner	Spirit Lake	8/5/2003	High
5	198605721	7LTF19	Jim's Tire Service	Albert City	2/20/2000	High
5	199016940	7LTP71	Nguyen Liquor	Sioux City	3/6/2007	High

5	198605298	7LTS66	M & M Apco	Sac City	9/25/2000	High
5	198604062	8LTE85	Blunt Limited	Marshalltown	1/25/2001	Low
5	199217539	8LTZ31	Fr. Gas Station	Carbon	12/5/2006	High
5	198810987	9LTC59	Former Chelsea Mart	Chelsea	3/23/2006	High
5	198605174	9LTF73	Sechler's Garage	Meriden	4/8/1999	High
5	198913817	9LTF88	Creston Roofing	Creston	NA	NA
5	198605433	9LTG26	Huebner Garage	Teeds Grove	5/25/2000	High
5	198609186	9LTG50	Neils Texaco	Guttenburg	10/10/2002	High
5	198605207	9LTG51	Tanners FS	Olin	1/23/2004	High
5	198606907	9LTI59	N & N Service	Alden	12/29/2003	High
5	198912916	9LTK19	Economy Mill	Guttenburg	10/10/2002	High
5	198608378	8LTN00	Petro N Provisions	Oelwein	NA	NA

RFP ATTACHMENT 12

TECHNICAL PROPOSAL CHECKLIST

## **TECHNICAL PROPOSAL CHECKLIST**

The technical proposal checklist, the technical proposal title page and the technical proposal are to be placed in a separate envelope. The outside of the envelope must be marked as follows:

Vendor's Name and Address  
Contact Person and Telephone  
Project Title and RFP Number  
Proposal Due Date and Time  
Original (or Copy)  
Technical Proposal

Failure to do this will result in an ineligible proposal.

**IN ORDER TO BE ELIGIBLE FOR CONSIDERATION, YOUR PROPOSAL MUST INCLUDE, AT A MINIMUM, ALL OF THE FOLLOWING DOCUMENTS:** (Refer to Chapter 4 for additional information.)

- \_\_\_\_ Attachment 4 – “Technical Proposal Title Page”.
- \_\_\_\_ Table of Contents
- \_\_\_\_ Executive Summary
- \_\_\_\_ Testing and Review Proposal
- \_\_\_\_ Training and Mentoring Summary (if applicable)
- \_\_\_\_ Work Plan (Containing the following elements):
  - \_\_\_\_ Method of Performance.
    - \_\_\_\_ 1. Written narrative demonstrating the method or manner in which you propose to satisfy the requirements of the scope of work.
    - \_\_\_\_ 2. Sequential step-by-step description of tasks or events that are proposed to accomplish the scope of work.
    - \_\_\_\_ 3. Discussion of the contractor/consulting firm's method for preparing and assuring the Quality Assurance Project Plan will be consistent with EPA guidance and requirements.
  - \_\_\_\_ Expertise Personnel Responsible for the Project.
    - \_\_\_\_ 1. Identify Certified Groundwater Professional.



**RFP Issue Date: July 29, 2009**

- \_\_\_\_\_ 2. List of personnel assigned to project and what they will do.
- \_\_\_\_\_ 3. Organizational chart.
- \_\_\_\_\_ 4. Qualifications of personnel proposed to perform the work.
- \_\_\_\_\_ 5. Resume for personnel listed in 2.

\_\_\_\_\_ Location, Equipment and Facilities

\_\_\_\_\_ List of geographic location of:

- \_\_\_\_\_ 1. Personnel.
- \_\_\_\_\_ 2. Equipment.
- \_\_\_\_\_ 3. State certified lab conducting analytical work.
- \_\_\_\_\_ 4. Other facilities needed for the successful accomplishment of work.
- \_\_\_\_\_ 5. Equipment capable of operating Tier 1 and Tier 2 software.

\_\_\_\_\_ Experience and Reliability of Personnel Responsible for the Project.

- \_\_\_\_\_ 1. Information which documents the successful and reliable experience in past performances of personnel listed in Expertise Personnel Responsible for the Project.
- \_\_\_\_\_ 2. Provide information related to at least three and not more than five similar and recently completed contracts by the office and personnel who will carry out the terms of the contract.

\_\_\_\_\_ Commitment to the Project

- \_\_\_\_\_ 1. Number of personnel available for this project.
- \_\_\_\_\_ 2. How long has consulting firm/contractor been doing the type of work described in the Scope of Work.
- \_\_\_\_\_ 3. Describe the experience of the personnel listed in "Expertise of Personnel Responsible for the Project" to maintain the schedules on past LUST projects.

The following completed attachments should be returned with the Technical Proposal:

- \_\_\_\_\_ Attachment 1 – "Certification of Independence and No Conflict of Interest".

- \_\_\_\_\_ Attachment 5 – “Positive Statement of Understanding of Compliance with Chapter 1, Administrative Issues, and Chapter 2, Contractual Terms and Conditions”.
- \_\_\_\_\_ Attachment 7 – “Prospective Vendor Proposal Certification”.
- \_\_\_\_\_ Attachment 8 – “Authorization to Release Information”.
- \_\_\_\_\_ Attachment 9 – “Prospective Vendor Certification of Confidentiality and Nondisclosure Agreement”.
- \_\_\_\_\_ Attachment 10 – “Prospective Vendor Certification Regarding Registration, Collection, and Remission of State Sales and Use Tax”.
- \_\_\_\_\_ Bid Bond for 5 percent of contract amount.
- \_\_\_\_\_ The Technical Proposal will expire on \_\_\_\_\_.

**PLEASE RETURN A COPY OF THE COMPLETED CHECKLIST WITH YOUR TECHNICAL PROPOSAL.**

**RFP ATTACHMENT 13**  
**JOB PROPOSAL CHECKLIST**

## **JOB PROPOSAL CHECKLIST**

The job proposal checklist, the job proposal title page and the job proposal and are to be placed in a separate envelope. The outside of the envelope must be marked as follows:

Vendor's Name and Address  
Contact Person and Telephone  
Project Title and RFP Number  
Proposal Due Date and Time  
Original (or Copy)  
Job Proposal

Failure to do this will result in an ineligible proposal.

The purpose of this proposal is to evaluate your firm's ability to generate new jobs or preserve existing jobs based upon the award of one \$625,000 contract.

**IN ORDER TO BE ELIGIBLE FOR CONSIDERATION, YOUR PROPOSAL MUST INCLUDE, AT A MINIMUM, ALL OF THE FOLLOWING DOCUMENTS:** (Refer to Chapter 4 for additional information.)

\_\_\_\_ Attachment 4 – "Job Proposal Title Page".

\_\_\_\_ Table of Contents

Job Stimulus

\_\_\_\_ 1. Narrative description of each new job or preserved job anticipated.

\_\_\_\_ 2. Job title for each job.

\_\_\_\_ 3. Total number of new jobs anticipated.

\_\_\_\_ 4. Total number of preserved jobs anticipated.

\_\_\_\_ 5. Total hours per week for each job.

\_\_\_\_ 6. Length of employment (weeks, months, years) for each job.

\_\_\_\_ 7. A brief description of how each new or preserved job will contribute to the overall success of the project.

The following completed attachments should be returned with the Job Proposal:

\_\_\_\_ Attachment 1 – "Certification of Independence and No Conflict of Interest".

\_\_\_\_ Attachment 15 – Certification Regarding Lobbying.

**RFP Issue Date: July 29, 2009**

- \_\_\_\_\_ Attachment 16 – Disclosure of Lobbying Activities. (This form must be completed & returned only if statement (2) is accurate in Certification Regarding Lobbying Form.)
- \_\_\_\_\_ Attachment 17 - DBE Subcontractor Utilization Form. (If you are not a DBE and will not be subcontracting work, please state “no subcontracting” on the DBE Subcontractor Utilization Form.)
- \_\_\_\_\_ DBE Documentation. (Provide written documentation of your efforts to utilize DBEs).
- \_\_\_\_\_ Attachment 18 - DBE Subcontractor Performance Form. (If you are not a DBE and will not be subcontracting work, please state “no subcontracting” on the DBE Subcontractor Performance Form.)
- \_\_\_\_\_ The Job Proposal will expire on \_\_\_\_\_.

**PLEASE RETURN A COPY OF THE COMPLETED CHECKLIST WITH YOUR JOB PROPOSAL.**

RFP ATTACHMENT 14

COST PROPOSAL CHECKLIST

## **COST PROPOSAL CHECKLIST**

The cost proposal checklist, the cost proposal title page and the cost proposal and are to be placed in a separate envelope. The outside of the envelope must be marked as follows:

Vendor's Name and Address  
Contact Person and Telephone  
Project Title and RFP Number  
Proposal Due Date and Time  
Original (or Copy)  
Cost Proposal

Failure to do this will result in an ineligible proposal.

The purpose of this proposal is to evaluate your firm's cost associated with completing the proposed method of performance outlined in the technical proposal. These costs will be the basis for site specific budgets which will be negotiated and pre-approved before activities begin on each individual site.

**IN ORDER TO BE ELIGIBLE FOR CONSIDERATION, YOUR PROPOSAL MUST INCLUDE, AT A MINIMUM, ALL OF THE FOLLOWING DOCUMENTS:** (Refer to Chapter 4 for additional information.)

Check or initial to indicate document is included in the proposal.

\_\_\_\_\_ Attachment 4 – “Cost Proposal Title Page”.

\_\_\_\_\_ Table of Contents

\_\_\_\_\_ Presentation of Costs

All information on Attachment 6 “Cost Proposal Format” is required. Please do not alter the format of this attachment.

\_\_\_\_\_ Task 1: Develop Site Specific Plans for LUST Cleanup Activities/Site Safety

\_\_\_\_\_ Task 2: Quality Assurance Project Plans

\_\_\_\_\_ Task 3: UST Closure

\_\_\_\_\_ Task 4: Tier 1 Site Assessment

\_\_\_\_\_ Task 5: Tier 2 Site Assessment

\_\_\_\_\_ Task 6: Corrective Action

**RFP Issue Date: July 29, 2009**

\_\_\_\_\_ Corrective Action Activities

\_\_\_\_\_ Free Product Recovery

\_\_\_\_\_ Task 7: Site Monitoring Report

\_\_\_\_\_ Task 8: Schedules

\_\_\_\_\_ Task 9: Status Reports

The following completed attachments should be returned with the Cost Proposal:

\_\_\_\_\_ Attachment 1 – “Certification of Independence and No Conflict of Interest”.

\_\_\_\_\_ The Cost Proposal will expire on \_\_\_\_\_.

**PLEASE RETURN A COPY OF THE COMPLETED CHECKLIST WITH YOUR COST PROPOSAL.**



**RFP ATTACHMENT 15**

**CERTIFICATION REGARDING LOBBYING**

(The following form must be completed and signed by the vendor and submitted in the bid proposal.)

To access a copy of this form through the internet, please use the following internet address:

<http://www.epa.gov/ogd/AppKit/word/CertLobbying.doc>



EPA Project Control Number

### **CERTIFICATION REGARDING LOBBYING**

#### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature and Date of Authorized Representative

EPA Form 6600-06 (Rev. 06/2008) Previous editions are obsolete.

**RFP ATTACHMENT 16**

**DISCLOSURE OF LOBBYING ACTIVITIES**

(The following form must be completed and signed **only if statement (2) is accurate on Certification Regarding Lobbying Form on the preceding page.**

To access a copy of this form through the internet, please use the following internet address:

<http://www.epa.gov/ogd/AppKit/form/sfillin.pdf>

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**RFP ATTACHMENT 17**

**DBE SUBCONTRACTOR UTILIZATION FORM**

(The following form must be completed and signed by the prime contractor and submitted with the bid proposal.)

To access this form through the internet, use the following internet address:

[http://www.epa.gov/osdbu/pdfs/6100\\_4\\_subcontractor\\_utilization\\_form.pdf](http://www.epa.gov/osdbu/pdfs/6100_4_subcontractor_utilization_form.pdf)



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

## Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors <sub>1</sub> will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATE D DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the foregoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

_____	_____
Signature of Prime Contractor	Date
_____	_____
Print Name	Title

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Utilization Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



## RFP ATTACHMENT 18

### DBE SUBCONTRACTOR PERFORMANCE FORM

(The following form must be completed and signed by the subcontractor and submitted to the prime contractor. The prime contractor must submit this completed form with the bid proposal.)

To access this form through the internet, use the following internet address:

[http://www.epa.gov/osdbu/pdfs/6100\\_3\\_subcontractor\\_performance\\_form.pdf](http://www.epa.gov/osdbu/pdfs/6100_3_subcontractor_performance_form.pdf)



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR <sup>1</sup>		PROJECT NAME
ADDRESS		BID/PROPOSAL NO.
TELEPHONE NO.		E-MAIL ADDRESS
PRIME CONTRACTOR NAME		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
<p>Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No Signature of Prime Contractor Date Print Name Title _____ _____ Signature of Subcontractor Date _____ _____ Name Title _____ Print</p>		

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)





Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Performance Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

## RFP ATTACHMENT 19

### DBE SUBCONTRACTOR PARTICIPATION FORM

(The following form should be given to the subcontractor by the prime contractor. It is not to be included in the bid proposal. It is for the voluntary use of the DBE Subcontractor to report any concerns to EPA such as termination or late payment by the prime contractor. If the subcontractor decides to use the form, it should be completed, signed and mailed to):

Chester Stovall, DBE Coordinator  
Small Business Utilization  
US EPA Region VII  
901 East 5<sup>th</sup> Street  
Kansas City, KS 66101-2728

Email: [Stovall.chester@epa.gov](mailto:Stovall.chester@epa.gov)

To access this form through the internet, use the following internet address:

[http://www.epa.gov/osdbu/pdfs/6100\\_2\\_subcontractor\\_participation\\_f.pdf](http://www.epa.gov/osdbu/pdfs/6100_2_subcontractor_participation_f.pdf)



Environmental  
Protection Agency

OMB Control No: 2090-0030  
Approved: 05/01/2008  
Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Participation Form**

NAME OF SUBCONTRACTOR <sup>1</sup>	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

---

---

---

---

---

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
<hr/> Subcontractor Signature <hr/> Title/Date		

<sup>1</sup>Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.





Environmental  
Protection Agency

OMB Control No: 2090-0030

Approved: 05/01/2008

Approval Expires: 01/31/2011

**Disadvantaged Business Enterprise Program  
DBE Subcontractor Participation Form**

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



**RECOVERY.GOV**